Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date:	February 5, 2016
Contract #:	VA-140331-HPEN
Authorized User:	Authorized User (AU): All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at: http://www.cicv.org/Our-Colleges/Profiles.aspx.
Contractor:	Hewlett-Packard Enterprise 355 Ledgelawn Drive Conway, AZ 72034
FIN:	47-3298624
Contact Person:	Matt Steiner, Inside Account Rep Voice: (844) 579-4351 x7811914 Email: matt.steiner@hpe.com Richard Dillion, K-12, Higher Ed & Local Gov Voice: (844) 579-4351 x 7710517 Email: Dillion.L.Richard@hpe.com
Term:	March 31, 2016 – March 30, 2017
Payment:	Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Greg Scearce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: gregory.scearce@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

VA-140331-HPEN
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 adds clauses to clarify/define certain terminology used in the contract	8/11/14
2	Mod 2 adds new language to the contract	10/16/14
3	Mod 3 adds Renew or Remarketed Products are fully remanufactured and carry a separate product warranty from New Products and these parts are sold separately as accessories to make a solution	07/24/15
4	Mod 4 separates Hewlett Packard as Hewlett Packard Enterprise and Hewlett Packard Company	10/22/15
5	Renewal letter extends the contract term for a year - to 2017	03/31/16

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

February 04, 2016

Dillon Richard
Hewlett Packard Enterprise
14231 Tandem Blvd
Austin Texas 78728-6612

Mr. Richard,

Per Section 3.A. ("Term and Termination") of contract VA-140331-HPEN, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 30, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

MODIFICATION #4
AND
ASSIGNMENT AGREEMENT
TO
CONTRACT VA-140331-HP

This is an agreement relating to Contract VA-140331-HP (the "Contract") between the Commonwealth of Virginia ("Commonwealth") and Hewlett-Packard Company, (the "Assignor"), FEIN 94-1081436. The parties to this Assignment Agreement are the Commonwealth, the Assignor, and Hewlett-Packard Enterprise, FEIN 47-3298624, a Delaware corporation located at 3000 Hanover Street Palo Alto CA 94304 (the "Assignee"). The Contract is incorporated herein by reference.

THEREFORE, the parties agree:

1. In connection with the separation of Hewlett Packard Company, the Contract incorporated by reference (http://www.http://vita2.virginia.gov/procurement/contractDetail.cfm?contract_id=1000760) and the portion of the contract identified in Exhibit A is assigned to the Assignee and Exhibit B will remain with Hewlett-Packard Company. The assignment to the Assignee is effective immediately ("Assignment Effective Date").

The products have been divided as noted below:

Hewlett Packard Enterprise
New Contract No. VA-140331-HPEN
Contract Administrator: Erin Tank
Hewlett Packard Enterprise will provide: [Servers, including related peripherals and services and other IT services as identified in Exhibit A].

Hewlett Packard Company
New Contract No. (if any): VA-140331-HP
Contract Administrator: Vanessa Paul
Hewlett Packard Company will provide: [Desktops, Laptops and Tablets including related peripherals and services as identified in Exhibit B].

2. Assignment of Rights. Assignor hereby certifies and warrants to the Commonwealth that Assignor has irrevocably assigned to Assignee all of Assignor's rights under the Contract. Without limiting the foregoing, this assignment includes any outstanding right to payment for work or deliverables rendered prior to the assignment, and Assignor agrees it retains no right to assert any contractual claim whatsoever in connection with the Contract.

3. Acceptance of Assignment of Rights. Assignee acknowledges and agrees that its rights against the Commonwealth in connection with this assignment are no greater than such rights would have been in the hands of the Assignor. Without limiting the foregoing, all rights to payment are subject to such offset, and all other performance by the Commonwealth shall be subject to such defenses as the Commonwealth would have been able to assert against the Assignor in the absence of this assignment.

4. Assumption of Duties. Assignee hereby makes its unconditional commitment to the Commonwealth to assume and perform all of Assignor's remaining obligations under the Contract. Without limiting the foregoing, this assumption includes completion of all work in progress and responsibility for correcting, maintaining or replacing any prior deliverables which were intended by the Contract to be of ongoing use or benefit to the Commonwealth.

5. Consent to Assignment. The Commonwealth hereby consents to the assignment. In the event the Commonwealth mistakenly directs any further payment under the Contract to Assignor (or in the event the Commonwealth has already remitted to Assignor any payment covered by the assignment to Assignee), Assignor agrees that it has and will hold such payment in trust for Assignee and, on behalf of the Commonwealth and without any offset or reduction whatsoever, shall promptly remit same to the Assignee for credit to the Commonwealth's account.

6. No Release; Arrangements as between Assignor and Assignee. This agreement does not release Assignor from its obligations under the Contract. Any arrangements which Assignor and Assignee may make or have already made in regard to rights and duties as between themselves are separate from this Consent To Assignment and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor under the Contract, or the Commonwealth's right hereunder to look to Assignee to fulfill Assignor's responsibilities under the Contract (or to look to Assignor directly).

7. Notice to Assignor. If the Commonwealth sends any notice terminating the Contract, or any notice warning of possible termination of the Contract, the Commonwealth will send a copy of any such notice to Assignor.

8. In connection with the HP Separation, Hewlett Packard Company will change its name to HP Inc. on or about November 1, 2015. Any reference to Hewlett-Packard Company in the Contract will be deemed to be a reference to HP Inc. following HP Separation.

9. Applicable law. In accordance with the Contract, this Assignment Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

10. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be signed by their duly authorized officers, intending to be bound thereby.

HP

Assignor

BY: Matthew C. Keck

NAME: Matthew C. Keck

TITLE: Senior Counsel

DATE: 10/22/15

Assignee

BY: Matthew C. Keck

NAME: Matthew C. Keck

TITLE: Senior Counsel

DATE: 10/22/15

COMMONWEALTH OF VIRGINIA

BY: Dana B Smith

NAME: Dana B Smith

TITLE: Exec Dir, Admin & Finance

DATE: 10/22/15

Modification No. 3

TO
CONTRACT NO. VA-140331-HP
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
Hewlett-Packard Company

This Modification No. 3 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Hewlett-Packard Company., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-140331-HP (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

> Renew or Remarketed Products are fully remanufactured and carry a separate product warranty from New products. These parts are sold separately as accessories to make a solution and not sold as standard Server solution as defined per the contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-140331-HP and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

Hewlett-Packard Company

BY: Sheila B. Wright

NAME: Sheila Wright

TITLE: Contracts Negotiator

DATE: 7/20/2015

COMMONWEALTH OF VIRGINIA

BY:

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 7-24-15

MODIFICATION #2
TO
CONTRACT NUMBER VA-140331-HP
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HEWLETT-PACKARD CO.

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and HEWLETT-PACKARD CO., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-140331-HP (the Agreement), as modified.

Original language to contract (Warranty and Remedy, section D. Compatibility):

> Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period to be agreed to by both parties.

New language:

> Supplier warrants that each Product provided hereunder is, data, program, compatible with other Product available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product may operate on Products, and not result in the need for alteration, emulation, or other loss of efficiency.

Original language to contract (Warranty Services, Section D. Software Evolution):

> Supplier's offering and responsibilities related to software evolution are described in Exhibit D. Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.
>
> If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.
>
> If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

New language:

Supplier's offering and responsibilities related to software evolution are described in Exhibit D.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-HP and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

HEWLETT-PACKARD CO.	COMMONWEALTH OF VIRGINIA
BY: Sheila B. Wright	BY:
NAME: Sheila Wright	NAME: GREGORY SCEARCE
TITLE: Contracts Negotiator	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 10/13/2014	DATE: 10.16.14

MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-140331-HP
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HEWLETT-PACKARD COMPANY

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-140331-HP

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4.
   "Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at http://www.cicv.org/our-Colleges/Profiles.aspX

2. Add to the definition of "Product Acceptance" in Section 4 Subsection E on Contract Pages 10-11.
   "If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."

3. Add to the definition of "SOFTWARE LICENSE" in Section 9 on Contract Page 21.
   "If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. *If Authorized User is a private institution, the license shall be held by that private institution."*

4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Pages 27-28.
   "In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."

5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 30.
   "In the event of any breach by a public body *or a private institution*, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-HP by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

HEWLETT-PACKARD COMPANY

BY: Catherine Bingham

NAME: Catherine Bingham

TITLE: Contract Administrator

DATE: August 1, 2014

COMMONWEALTH OF VIRGINIA

BY: Day Cresham

NAME: Day Cresham

TITLE: VITA Sourcing MSD

DATE: 8/11/14

Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

HEWLETT-PACKARD

HARDWARE AND MAINTENANCE CONTRACT
TABLE OF CONTENTS

1. PURPOSE 4
2. DEFINITIONS 4
   A. Acceptance 4
   B. Agent 4
   C. Authorized Users 4
   D. Confidential Information 4
   E. Maintenance Level 4
   F. Maintenance Coverage Period (MCP) 4
   G. Maintenance Services (or Maintenance) 4
   H. Operating Condition 4
   I. Party 4
   J. Product 5
   K. Receipt (of Product) 5
   L. Requirements 5
   M. Response Time 5
   N. Service 5
   O. Software Publisher 5
   P. Supplier 5
   Q. System Software 5
3. TERM AND TERMINATION 5
   A. Contract Term 5
   B. Termination for Convenience 5
   C. Termination for Breach or Default 6
   D. Termination for Non-Appropriation of Funds 6
   E. Effect of Termination 6
   F. Transition of Services 6
   G. Contract Kick-Off Meeting 7
   H. Contract Closeout 7
4. DELIVERY, INSTALLATION AND ACCEPTANCE 7
   A. Delivery Procedure 7
   B. Late Delivery 8
   C. Product Trade-in and Upgrade 8
   D. Product Installation 10
   E. Product Acceptance 10
   F. Cure Period 11
5. PRODUCT SUPPORT AND ADDITIONAL SERVICES 11
   A. Authorized User or Third Party Support 11
   B. Engineering Changes and Product Modification 12
   C. Training 12
   D. Parts and Maintenance Support 12
   E. Inventory Record 13
   F. Product Service Record 13
   G. Additional Services 13
6. WARRANTY AND REMEDY 13
   A. Supplier 13
   B. Ownership 13
   C. Supplier Viability 13
   D. Compatibility 14
   E. Product 14
   F. Warranty Services 14
7. MAINTENANCE SERVICES 17

A. Ordering 18
B. Renewal 18
C. Services 19
8. SCOPE OF USE 21
9. SOFTWARE LICENSE 21
A. License Grant 22
B. Limitations on Copying and Disclosure 22
C. Business Continuity and Recovery 22
D. Authorized User Compliance 22
E. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”) 22
10. ORDERS AND COMPENSATION 22
A. Supplier Quote and Request for Quote 22
B. Orders 23
C. Purchase Price and Price Protection 24
D. Supplier-Sponsored Product Promotions 24
E. Invoice Procedure 24
F. Purchase Payment Terms 25
11. REPORTING 25
12. STEERING COMMITTEE 25
13. COMPETITIVE PRICING 26
14. CONFIDENTIALITY 26
A. Treatment and Protection 26
B. Exclusions 26
C. Return or Destruction 26
15. INDEMNIFICATION AND LIABILITY 27
A. Indemnification 27
B. Liability 28
16. SECURITY COMPLIANCE 28
17. BANKRUPTCY 29
18. GENERAL PROVISIONS 29
A. Relationship Between VITA and Authorized User and Supplier 29
B. Incorporated Contractual Provisions 29
C. Compliance with the Federal Lobbying Act. 29
D. Governing Law 30
E. Dispute Resolution 30
F. Advertising and Use of Proprietary Marks 30
G. Notices 30
H. No Waiver 31
I. Assignment 31
J. Captions 31
K. Severability 31
L. Survival 31
M. Force Majeure 31
N. Remedies 31
O. Right to Audit 31
P. Offers of Employment 32
Q. Contract Administration 32
R. Entire Contract 32

HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Hewlett-Packard ("Supplier"), a corporation headquartered at 3000 Hanover Street Palo Alto CA 94304, to be effective as of March 31, 2014 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase of personal computer devices, servers, peripherals and related accessories/supplies, Services and Maintenance to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit D hereto. The actual Maintenance Level for a unit of Product shall be set forth in the executed order for Maintenance of that Product referencing this Contract.

F. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product.

G. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the Product. Maintenance Services shall include support services.

H. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

I. Party

Supplier, VITA, or any Authorized User.

J. Product
Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

K. Receipt (of Product)
An Authorized User or its Agent has physically received the Product at the correct "ship to" location.

L. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.

M. Response Time
The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier commences repair of the Product.

N. Service
Any Product-related work performed or service provided, including certain Maintenance Services or other services for the Product and provision to the Authorized User of any deliverable, by Supplier under this Contract.

O. Software Publisher
The licensor of the System Software provided by Supplier under this Contract.

P. Supplier
Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Q. System Software
The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

3. TERM AND TERMINATION

A. Contract Term
This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, at its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Product ordered during the term of the Contract may extend beyond the term of this Contract per its original warranty or maintenance terms or if VITA procures an extended warranty or maintenance period. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience
VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate for convenience an order, in whole or in part, upon

not less than thirty (30) days prior written notice at any time for any reason; however Contractor will be paid for performance or services up until the point of termination.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) business days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) business days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed with a minimum of thirty (30) days notice and VITA will pay HP for all work completed until such time the termination notice is in effect.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services that were not conforming and accepted; however, VITA will pay HP for all accepted Hardware, Services or Maintenance performed in accordance with the applicable specifications and prior authorized charges and expenses incurred by HP up to the date of termination, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Product-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of Product-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a

termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. At the request of the Authorized User, for an additional charge, each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. (Custom bar codes will incur an additional charge.) If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall provide a replacement item within thirty (30) days. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section may constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. Such will be determined by the negotiation of any Service Level Agreements (SLAs) or Service Level Objectives (SLOs).As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier will consider credit requests of the Authorized User for an amount up to one-half of one percent (.05) of the total purchase price, for each day that the Product is undelivered for a period of thirty-five (35) days following the agreed upon delivery date, or if none specified, following the date order was received by Supplier. If the delay lasts longer than thirty-five (35) days, the Authorized User may cancel the order. Any credit due the Authorized User may be applied to the next periodic invoice. If the product is determined unoperational by the Authorized User within 35 days of delivery, Supplier will process a return per HP's Return Policy on Exhibit D and process a replacement order.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five (35) days of the agreed upon delivery date set forth in the order/schedule, or if none specified, following the date order was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier written notice of breach regarding the subject order. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source if the Authorized User provides written notice to cancel the subject order. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimbursement the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source . In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

C. Product Trade-in and Upgrade

HP's current Trade-in Program is described below. HP reserves the right to amend this program at any time.

Authorized User can increase its return on IT investment with the HP Trade-In Program by redeeming the value of current HP products or those of another brand. The value is applied toward the purchase of new HP products. The flexible trade-in program eliminates the challenges of used equipment disposition, makes new equipment purchases more affordable, and provides investment protection for valuable technology assets.

The HP Trade-In Program is offered in partnership with Market Velocity, Inc., a leading provider of electronic marketplace management solutions. This partnership allows HP Trade-In to support the wide breadth of product categories that HP offers. It also helps HP provide an integrated and easy-to-use web-based solution while supporting a very high-touch, customizable solution as well.

Incorporating the HP Trade-In Program into an Authorized User's IT management processes can help do the following:

- Lower the cost of upgrading to new HP equipment
- Maximize the value of aging technology
- Securely dispose of old hardware
- Make certain that all sensitive data is protected and securely removed from the old equipment

The flexibility of the program allows HP to create a customized solution for VITA Authorized Users based on their specific needs. A dedicated support representative will be assigned to assist with all aspects of the transaction, which includes coordinating such logistics as making shipping arrangements (including multi-location pickups), sorting, packaging, and palletizing as required. HP will track the trade-in process from beginning to end and provide timely audits and reports as requested. In addition, customized on-site technical services can be provided to scrub (to Department of Defense standards), shred, or pull all hard drives, as well as on-site equipment reporting, valuation, and packaging services.

Eligible Products

Any quantity or combination of products, either HP or other brands, can be traded in the following product categories:

- Desktops
- Workstations
- Notebooks or tablet PCs
- Servers
- Monitors
- PDAs
- Printers
- Plotters
- Copiers
- Projectors
- Digital cameras
- Networking products
- Data storage products

Program Benefits

The HP Trade-In Program allows customers to upgrade to new HP products and get cash back for the current value of the old equipment. Additional benefits are as follows:

- Anyone can participate
- Provides an immediate incentive to update to the latest technology
- Provides measurable cost savings via trade-in value
- Addresses the logistics and costs of disposal of old equipment
- Provides solutions for environmental mandates on proper disposal of used equipment
- Eliminates the hassles and costs of old technology disposal by simplifying the shipping process
- No minimum trade-in quantity requirements
- Trade any combination and any number of products[1]

HP Custom Trade-In Program

The HP Custom Trade-In process provides a dedicated program for large, complex trade-in situations. HP makes enterprise-level engagements convenient, safe, and cost effective.

The HP Custom Trade-In is designed for customers with such special needs as the following:

- High-volume trade-ins (generally more than 50 units), including extended rollouts
- Multiple locations
- Broad range of brands and product lines eligible for trade-in

[1] Exception: data-storage, server, and networking products must be traded for like products

Additional program information, such as terms and conditions and a list of frequently asked questions, can be found at the following site: http://www.hp.com/go/customtradein.

Promotions

HP Trade-In frequently offers limited-time promotional opportunities to enhance trade-in values. Visit http://www.hp.com/go/tradeinpromos for a current list of promotions.

Donate Program

Another component of the HP Trade-In Program is the Donate Program. Donating your eligible used IT equipment makes it possible for individuals who might otherwise not have access to computer technology a means to do so. In addition, an Authorized User benefits by receiving a tax receipt for the equipment.

These donated products can be given a second productive life as a tool for developing human potential. HP, working in conjunction with the National Cristina Foundation, has developed a customized HP service for the disposal of used equipment by encouraging corporations and individuals to donate surplus and used computers and related peripherals. These donations are then directed to organizations throughout the United States that benefit people with disabilities, students at risk, and economically disadvantaged persons.

There are four simple steps in the donate process:

- Step 1: Enter your donation request online at http://www.hp.com/go/tradein (select donate in the left-hand navigation bar)
- Step 2: Confirm and submit your donation after receipt of the “HP Donation Status Email”
- Step 3: Download your shipping instructions and print your prepaid shipping label
- Step 4: Use the prepaid shipping labels to ship your donated equipment within 30 days of receipt of the shipping instructions

Learn more at http://www.hp.tradeups.com/hpdonations.asp.

Summary

An Authorized User can receive immediate financial benefits from the HP Trade-In Program, including a convenient disposition alternative and increased investment protection. The program makes upgrading to the latest HP technology even more affordable.

The Trade-In Program is available to customers in the United States and Canada. All transactions are paid in U.S. dollars. Select promotions are also available to Canadian customers.

D. Product Installation

Unless otherwise agreed, Supplier may provide the initial installation of all Products at a competitive price or no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

E. Product Acceptance

Product shall be deemed accepted upon delivery. The ordering Authorized User can determine that such Product successfully operates in accordance with the Requirements by commencing Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after delivery/installation of the Product. Acceptance testing will be no longer than five (5)

days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts http://www.doa.virginia.gov/, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

F. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product for re-testing within seven (7) business days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product and any Services to be provided thereunder by Supplier.

G. Product Discontinuation

During the term of this Contract, if any Product listed on Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall if able, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for a length of time based upon mutual agreement. In every event, Supplier will provide any Authorized User with reasonable advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable an HP certified Self-Maintainer for computer products to maintain and repair the Product itself or to obtain support and maintenance services from a HP Authorized ServiceOne Delivery Partner or HP Authorized Warranty Delivery Partner (both service all HP products). Supplier shall also provide the documentation and training necessary to allow an HP certified Self-Maintainer (HP PPS product only), HP Authorized ServiceOne Delivery Partner or HP Authorized Warranty Delivery Partner (both service all HP products) to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a length of time based upon mutual agreement, spare parts and components at the cost set forth in Exhibit C, of 35% discount off list if the parts are ordered by a HP Self-Maintainer or HP Authorized ServiceOne Delivery Partner through the HP Channel Services Network website, to enable any Authorized User or its designated HP Authorized ServiceOne Delivery Partner maintenance provider to provide full maintenance and repair of the Product. HP Service

Delivery Partners not eligible for HP ServiceOne status (HP Authorized Warranty Delivery Partner) receive a 25% discount off list for maintenance parts. Should VITA or other entity perform service on HP products without proper HP Self-Maintainer certification, HP Authorized ServiceOne Delivery Partner status or HP Warranty Delivery Partner status, warranty will be voided.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within thirty (30) days following receipt of a written request, and at a price set forth in Exhibit C, such price not to exceed Supplier's published price list. In addition, Supplier agrees to sell Product, as set forth in Exhibit C attached hereto, to any Authorized User's HP Authorized ServiceOne or HP Authorized Warranty Delivery Partner maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. VITA has access to the aforementioned documentation via the HP Support Center.

B. Engineering Changes and Product Modification

For each Authorized User that purchased Product, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product sixty (60) days prior to incorporation. Authorized User will be responsible for signing up for HP Proactive Notification to receive such notifications. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install or make available via the HP Customer Self Repair program all Safety Changes and Performance Changes within a reasonable time after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, HP will install critical updates defined by HP as non-customer-installable and for which the Customer has the required license to use,(if applicable) that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP.

C. Training

The Product purchase price may include all costs for the training of one trainer per order or SOW at the ordering Authorized User's designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for a time period agreed to by both parties from the date of last product sale of the last unit of any given Product type provided by Supplier to such Authorized User. The Authorized User may sign up for HP product alerts via the HP Support Center to be made aware of product end of life and end of service/maintenance dates.

Supplier shall notify the Authorized User thirty (30) days prior to the effective date of any such maintenance discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base, if adequate levels remain in inventory. Should Supplier advise the Authorized User of its intent to discontinue maintenance services for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation required to ensure ongoing support, including full maintenance and repair by the Authorized User or its HP Authorized ServiceOne or HP Authorized Warranty Delivery Partner maintenance provider.

E. Inventory Record

Supplier shall give VITA access to the HP Support Center, at no additional cost, for HP hardware covered under standard warranty or HP Care Packs. VITA can utilize the My Support feature to view all units of Product covered under warranty/maintenance, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall update its own inventory in the HP Support Center.

F. Product Service Record

Supplier shall give VITA access to the HP Support Center, at no additional cost, for HP hardware covered under standard warranty or HP Care Packs. VITA can utilize the My Support Case Manager functionality of the HP Support Center.

G. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its obligations hereunder in accordance with the professional duty of care standard in the industry. HP warrants HP Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents and Requirements.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that

entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period to be agreed to by both parties.

E. Product

Supplier warrants the following with respect to the Product:

i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;

ii). The Product shall be free of defects in material, design and workmanship;

iii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

iv). Each Product delivered hereunder shall function in conformance with the Requirements;

v). No engineering change made to the Product or System Software revisions shall degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;

vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and

vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order. Authorized Users will be required to purchase a new HP Care Pack for the new service offering.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

1. **Product Covered**

   Exhibit C lists all Product types covered under warranty.

2. **Preventive Maintenance**

   Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. **Remedial Maintenance**

   Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. **Replacement Parts**

   Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. **Spares**

   Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. **Notification and Correction of Defects**

   Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

7. **On-site Warranty**

   Supplier's on-site warranty offerings and responsibilities are described in Exhibit D.

8. **System Software Warranty**

   As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

   a) New Releases

   Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

   b) Coverage

   Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

   c) Response and Restore Times

   Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit D.

   d) Software Evolution

   Supplier's offering and responsibilities related to software evolution are described in Exhibit D. Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

9. Escalation Procedures

Administered by the Escalation Management team, the HP Escalation Process provides a consistent support delivery model. This model is backed by a team of technical and managerial specialists customized to VITA's unique situation.

Escalation Process Benefits

- Formal, structured communication
- Defined roles and responsibilities for Escalation Team members
- VITA's business requirements and expectations actively managed throughout the process
- Solution monitored for agreed period until VITA and HP are satisfied that the problem is resolved
- Integration with Problem Management minimizes the possibility of repeat failures
- Delivers consistent results anywhere in the world

The Escalation Team

Technical and management members from HP and VITA form the Escalation Team. Each team member has a specific role and responsibilities in the successful conclusion of the escalation. Members of the Escalation Team often include:

- Escalation Management Owner—leads the Escalation Management team, creates the Escalation Action Plan, and is the focal point for communication between HP and VITA
- Escalation Specialist—develops and coordinates the technical aspects of the Escalation Action Plan
- Customer Management Contact—primary contact for management issues with VITA's organization
- Customer Technical Contact—primary contact for technical issues with VITA's organization
- Additional Resources—may be added for specific product knowledge and can include the following:
  - Engineering
  - Complex Problem Manager to coordinate engineering and partner resources
  - Delivery Partners
  - HP Management and Executives

Escalation Action Plan Development

Action planning is central to the successful resolution of serious customer situations. Developing an Escalation Action Plan to resolve the issue at hand is the Escalation Team's primary objective. The plan includes the following actions:

- Actions required to mitigate and solve the problem so VITA can run your business
- Named individual responsible for each action
- Deadline and expected outcome for each action
- Contingency plan if the desired results are not achieved
- Defined communication plan, including frequency and method of communication
- Criteria for success describing when escalated issue will be regarded as solved

10. Remedies

Supplier's Return Policy and Reoccurring Failure Policy, are described in Exhibit D.

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall follow warranty procedures and the information outlined in 6.10 of Exhibit D.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

11. Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C. Supplier warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, for a period to be agreed to by both parties from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

A. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. However, if the product is not covered under warranty or HP Care Pack, Authorized User will be required to pay a return to maintenance fee. Each order shall identify:

Product and, if applicable, serial number, for which Maintenance Services shall be provided,

Maintenance Level to be provided, and

MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order. Authorized User's will be required to purchase a new HP Care Pack for the new service offering.

Unless ordered by the Authorized User or otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

B. Renewal

Before the expiration of the MCP for each unit of Product, Supplier may notify the Authorized User of such expiration, if the Authorized User signs up with HP My Support feature, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services (for HP Server and Storage products), for an additional one (1) year period. Authorized User's should manage the warranty lifecycle through the My Support section of the HP Support Center. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less.-Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

The My Support feature helps you manage HP warranties, HP Care Pack Services, HP contractual support agreements, and associate them with your HP Passport profile. My Support is available when you sign into HP Support Center with your HP Passport credentials. With My Support, you can:

- Manage your profile
- Manage your contractual support agreements (contracts), HP Care Pack Services, and warranties in one location
- Share ownership privileges for contracts, HP Care Pack Services, and warranties
- Create meaningful nicknames for your warranties and HP Care Pack Services
- Set up shares and exercise complete control by having total ownership, or choose multiple ownership to allow anybody to link
- Link up to 20 warranties (or) Care Pack Services (or) support agreements to your HP Passport account at a given time

C. Services

Maintenance Services shall be as follows:

3. Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

4. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

5. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

6. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

7. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

8. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

9. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

10. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

11. System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

d) Software Evolution

Supplier's offering and responsibilities related to software evolution are described in Exhibit D. Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

12. Escalation Procedures

Administered by the Escalation Management team, the HP Escalation Process provides a consistent support delivery model. This model is backed by a team of technical and managerial specialists customized to VITA's unique situation.

Escalation Process Benefits

- Formal, structured communication
- Defined roles and responsibilities for Escalation Team members
- VITA's business requirements and expectations actively managed throughout the process
- Solution monitored for agreed period until VITA and HP are satisfied that the problem is resolved
- Integration with Problem Management minimizes the possibility of repeat failures
- Delivers consistent results anywhere in the world

The Escalation Team

Technical and management members from HP and VITA form the Escalation Team. Each team member has a specific role and responsibilities in the successful conclusion of the escalation. Members of the Escalation Team often include:

- Escalation Management Owner—leads the Escalation Management team, creates the Escalation Action Plan, and is the focal point for communication between HP and VITA
- Escalation Specialist—develops and coordinates the technical aspects of the Escalation Action Plan
- Customer Management Contact—primary contact for management issues with VITA's organization
- Customer Technical Contact—primary contact for technical issues with VITA's organization

- Additional Resources—may be added for specific product knowledge and can include the following:
  - Engineering
  - Complex Problem Manager to coordinate engineering and partner resources
  - Delivery Partners
  - HP Management and Executives

Escalation Action Plan Development

Action planning is central to the successful resolution of serious customer situations. Developing an Escalation Action Plan to resolve the issue at hand is the Escalation Team's primary objective. The plan includes the following actions:

- Actions required to mitigate and solve the problem so VITA can run your business
- Named individual responsible for each action
- Deadline and expected outcome for each action
- Contingency plan if the desired results are not achieved
- Defined communication plan, including frequency and method of communication
- Criteria for success describing when escalated issue will be regarded as solved

13. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall follow warranty procedures and additional information as outlined in 7.11 of Exhibit D.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, any restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User is subject to the Intellectual Property provisions of this contract and any pre-existing Intellectual Property rights of the manufacturer.

9. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable (within VITA and its Authorized Users), irrevocable license to use and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

B. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product to which the Commonwealth or such Authorized User has taken title.

C. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

D. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

E. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

10. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain product identical or similar to that provided by Supplier pursuant to this Contract. The RFQ process is typically used

when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

B. Orders

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.virginia.gov). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for warranty services and Maintenance Services, and the appropriate Commonwealth discounts. List price for Product(s) may increase or decrease and the discounts shall not decrease for a period of not less than two (2) years from the Effective Date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted in writing in accordance with the above and may become effective immediately with VITA's approval. Semi - annually, VITA may check the prices for Product against the CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

D. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

E. Invoice Procedure

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after partial and full order shipments. No invoice shall include any costs other than those identified or confirmed correct by the Authorized User in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

i). Product or Service type and description

ii). Product serial number, if any

iii). Quantity, charge and extended pricing for each Product and/or Service item

iv). Applicable order date

v). Ship date

vi). Ship-to location contact name

vii). This Contract number and the applicable order number

viii). Supplier's Federal Employer Identification Number (FEIN).

Supplier shall submit separate invoices for the Maintenance charges (detailing the Product types and quantities by Authorized User site), ~~for~~ billable additional services, and any installation services, including the appropriate Product Service Record or other agreed upon written instrument. Additional invoices may be required by Authorized User from time to time detailing charges for Product at affiliate locations by corporate department.

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges for Product or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such overbilling continues.

Product shipped without the applicable Documentation may not meet Acceptance criteria, and payment shall not be due until after the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance

11. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL: http://www.vita.virginia.gov/scm/default.aspx?id=97

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

12. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific order issued pursuant to this Contract.

13. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are competitive. Supplier may work with the Authorized User to provide additional discounted or special pricing based on the scope and quantity of products or services.

14. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record

required by law or an archival copy) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

15. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to death, personal injury and tangible property damage, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any intellectual property defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Product or any Product component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense and option, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. In addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product.

If HP determines that none of these alternatives are reasonably available, then HP will issue Customer a refund equal to (a) the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter, or (b) the claim relates to infringing

Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by the Customer for that Support.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any independent act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Products and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind or to commit VITA or any Authorized User to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties (including, but not limited to, any federal, state or local withholding or employment taxes and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act.

Supplier’s signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be

processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein, shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

ix). Three (3) years from Service performance date;

x). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

xi). Excludes access to Supplier cost information.

In no event shall the Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of VITA who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination. This provision does not apply to anyone who worked for VITA who applies through an open solicitation with the Supplier.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Roles and responsibilities of the account executive are TBD based on Supplier proposal. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A	Request for Proposal
Exhibit B	N/A
Exhibit C	Prices, Fees, Service Charges and Payment Schedule
Exhibit D	Warranty and Maintenance Descriptions
Exhibit E	N/A
Exhibit F	Certification Regarding Lobbying
Exhibit G	Statement of Work (SOW)
Exhibit H	Awarded Manufacturer/Categories

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into or referenced by the Supplier's proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit C, Exhibit A, Exhibit G, Exhibit D and Exhibit F.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Hewlett-Packard	VITA
By: Sheila B. Wright	By: Sam Nixon
(Signature)	(Signature)
Name: Sheila Wright	Name: SAMUEL A. NIXON, JR
(Print)	(Print)
Title: Contracts Negotiator	Title: CHIEF INFORMATION OFFICER
Date: 3/11/2014	Date: 03-18-2014

Address for Notice:	Address for Notice:
1634 Shore Drive	11751 Meadowville Lane
Edgewater, MD 21037	Chester VA 23836
Attention: Sheila Wright	Attention: Contract Administrator

With a copy to : HP Legal
3000 Hanover Street Palo Alto CA 99304

EXHIBIT A

Appendix E

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers within each service type in order to determine the best solution for the Commonwealth. Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed. The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

Appendix E

Requirement	Y/N/F	Description
General		
You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.	Y	HP has a national structure (see **Attachment 19**) that supports a locally assigned specialist and an account team of local product specialists and solution architects. Our Inside Sales Representatives are focused on vertical markets within Virginia such as K-12, Local Government and State Government. At any time, the Specialist also directs Subject Matter Experts (SMEs) to various public sector entities to assist with any pre-sales or post-sales needs. HP has also focused its State & Local Government and Education (SLED) organization to be partner-led. For this direct response, HP will work with agents that may also work directly with various public sector entities with the Commonwealth. The HP sales team is able to cover the entire state as needed. We currently have Service Technicians that are dispatched using a case number created by the end-user as needed. The Service Technicians will be dispatched based on the service entitlement listed for that product purchased. HP currently maintains parts stock throughout the Commonwealth to support our entire service portfolio including the recommended Mission Critical Support for Data Center Products.

Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.	Y	HP believes a strong professional development program not only improves our ability to meet emerging customer needs, but also provides employees with the opportunity to grow and continue to learn in their respective areas of expertise. On a semi-annual basis, each employee works with his/her manager to create a professional development plan designed to increase his/her value in the marketplace, as well as improve the ability to achieve personal professional growth objectives. Managers encourage employees to grow their business success skills and develop their technical knowledge. Employees meet learning objectives in many ways, including off-site or on-site instructor-led training courses, technology-based training, conferences and seminars, on-the-job training, and self-paced tutorials. The company encourages employees to pursue professional certification credentials in current technologies or other business skill areas to meet development goals. HP does not mandate a required number of training hours per employee, per year. HP endorses a self-directed approach to career planning and individual development. The employee takes ownership and is responsible for career planning and development. For example, each service technician is required to meet his/her training schedule within established guidelines. HP provides in-house certification programs for our own products, in addition to acquiring certifications from other manufacturers and suppliers for multi-vendor products. All HPS engineers are required to complete A+ Microcomputer Maintenance Certification and must be recertified (by area) every two years. The A+ standards all PC manufacturers employ as the basis for certifications measure the technical competency of field engineers in the areas of Configuration, Installation, Upgrading, Diagnosis, Repairs, Preventive Maintenance, Safety, and Customer Service. HP also strongly encourages our technicians and engineers to participate in MCSE certification processes. HP invests over $8M annually in technical training and course development. In FY2012, the average number of completed course hours per active, regular HP employee was 22.06 hours. This includes instructor-led, virtual room, and Web-based training.

Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.	Y	From 2009 Response: HP has an extensive organization dedicated to the State and Local Government and Education customer segment. There is a team that is dedicated specifically to VITA and all municipalities and public institutions therein. Marketing activities include but are not limited to the following: • A dedicated field team of specialists led by the Executive Account Manager that actively seeks to support existing clients and foster new business opportunities. • A dedicated inside sales team, also led by the Executive Account Manager to support existing clients and foster new business opportunities. The field rep and the inside reps work together to ensure optimal coverage. • The account team periodically launches outbound target marketing through a variety of mediums, including but not limited to outbound calls to the HP client and prospect base and outbound email campaigns • A series of targeted Webinars • Sponsorship of annual conference such as HP Software Universe • Partner events that leverage HP's and our partners' respective relationships within VITA. • Periodic limited time specials for clients and prospects • Participation and/or sponsorship of public sector conferences such as NASCIO, NACO, and Educause, for example • Executive briefings hosted at HP's headquarters
Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.	N	No. Qualifying returns are not subject to re-stocking fees. A description of product qualifying for returns is provided in **Attachment 1, HP SLED Return Policy**.

Has your company won any awards or recognition in any of the categories that you are proposing a solution to? If so, please describe.	Y	Hewlett-Packard's longstanding commitment to quality and customer satisfaction has earned widespread recognition from customers, trade publications and industry associations. An acknowledged leader across the full spectrum of IT products and services, the growth and success of HP are based on the extraordinary loyalty of over one billion customers worldwide. Industry analysts, media, resellers and customers have long recognized the HP tradition of product and service excellence. HP wins hundreds of awards annually and is featured prominently in leading business and technical publications. The consistently high number of product awards received each year is testimony to breadth, quality and innovation of the HP technology portfolio. **Attachment 2, HP Awards and Recognition** includes some of the recent recognition of HP products, solutions and services.
Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have been awarded to your organization? If so, please explain.	Y	EDUCAUSE: EDUCAUSE is a nonprofit association whose mission is to advance higher education through the use of information technology. They will pursue projects designed to improve understanding of information technology's contribution to higher education and the yearly show is an wonderful opportunity to speak about their options through the VITA contract. NASCIO: Represents State Chief information officers and information technology executives and managers from State Governments. NACo: National Association of Counties. The NACo Legislative Conference is held on an annual basis in Washington, DC. This meeting brings over 2,000 elected and appointed county officials from across the country to focus on legislative issues facing county government.

Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm)	Y	Through HP's Business to Business Integration, HP can offer eVA a punch out website featuring a secure customized product catalog, access to product and detailed, up to date product information. eVA can punch out to your customized store and you can select products and bring your selections back for processing through your internal procurement system. While choosing this option, eVA will get a more robust user experience. Key benefits and features of an HP.com Business to Business Integration include: • 24x7 quoting/ordering • Contract and open market pricing • Order status information • Utilization of open standards • Utilization of UNSPSC • Easy to use HP catalog layout and search functionality • Detailed product information and specs • Integration with customer's procurement software Utilizing a PunchOut option, eVA can access HP's Business to Business site to find, select and configure products for purchase. A punch out solution streamlines the purchasing process, provides a more personalized user experience, and relieves eVA of the time-consuming tasks of catalog content management. See **Attachment 9, eVA Screenshots**.
Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain	N	No, as a manufacturer, product inventories are not displayed as most products are built to order in a just in time manufacturing process. With our integrated supply chain we do indicate shipment lead times for products in our catalogs.
Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537	Y	
Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344	Y	

Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If so, please explain.	Y	HP is committed to building energy-efficient products that meet or surpass the EPA's ENERGY STAR guidelines. For lists of ENERGY STAR qualified HP products and other eco labels, see http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html. We will be offering a wide range of products, almost all of which meets Energy Star guidelines. HP ProLiant Servers with Thermal Logic Technology are Energy Star qualified. HP Server Models proposed are Energy Star certified.

Appendix E

Requirement	Y/N/F	Description
Reports		
Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.	Y	VITA users will have access to HP's online Order Status and Reporting tool. This tool is available at no cost through the HP B2B Portal and is designed to provide customers with timely and accurate order status, shipping and reporting information. The tool provides accurate and up-to-date information on HP Direct orders from the time of validation through final delivery. Customers can easily view information regarding all purchase orders submitted directly to HP, with access to 13 months of historical business data. Please refer to **Attachment 3, Sample Reports** for examples of some reporting options available to the tool's users.

Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.	Y	The HP Support Case Manager (SCM) maintains an electronic service log that is available to Authorized Users. SCM will enable VITA to manage HP support cases for HP products. With Support Case Manager, you can: – Submit, review, update, and report cases via the Internet – Manage cases for a wide variety of hardware and software products and systems – Save time by submitting or viewing data quickly, accurately, and at your convenience – Track support case progress and history, including updates made by HP support agents, from the time a case is created until the time it is resolved and closed –You can easily attach case-related files that help with troubleshooting, such as error messages, memory dumps, and log files.

Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.	Y	HP's online Order Reporting tool offers a set of standard reports which have been pre-defined and can be used 'as is.' These reports were created to meet common customer data needs. Once enabled, standard reports will automatically generate, based on a scheduled frequency (daily, weekly, or monthly) as mentioned in the report's description. Monthly reports are scheduled to run at the beginning of every month. Standard reports can be customized to meet individual customer data needs. Standard reports include: • Direct Invoiced Revenue & Units—Monthly revenue summary report containing units invoiced per product family. • Direct Open Order—Daily summary report showing the locations where orders have been placed but which do not yet have a shipped status. • Direct Serial Numbers—Monthly summary report showing all serial numbers of units shipped in the previous month. • Direct Shipment Orders—Weekly report showing the quantity and the value of orders shipped for the previous week. Please refer to **Attachment 3, Sample Reports** for examples of reporting options available to the tool's users.

Appendix E

Requirement	Y/N/F	Description
Services & Sales		
Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.	Y	HP offers Return to Depot services, Next Business Day Onsite and Advanced Exchange standard warranties depending on the product or product line chosen by VITA. Care Packs can be purchased at the time of product purchase to provide Next Business Day onsite service, or 6-hour Call-to-Repair for some products. Refer to Exhibit D for standard warranties and available HP Care Packs included on this contract.
Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.	Y	Unlimited telephonic technical support is available 24 hours a day, 7 days a week for most in-warranty products. HP has also offers different interactive online support including: • Chat: Chat with an online support technician, (note: Chat is not available for all products) • E-mail: Support by e-mail • Submit a Support Case: Business customers with a valid warranty can log a support case via HP Support Center Software support is only available with the purchase of HP Care Packs for HP storage and HP Server products. For HP Personal Systems, HP will troubleshoot the issue with VITA. If it is determined to be software related, HP will then refer VITA to the software OEM. Please refer to the following website for details on HP Personal Systems warranty. http://welcome.hp.com/country/us/en/privacy/limited_warranty.html?jumpid=reg_R1002_USEN#psg

If your proposed solution does not included qualified technicians to service devices being proposed, please explain how your company will ensure that those devices are serviced in accordance with the warranties listed in Exhibit C.	Y	HP utilizes both HP-badged employees and our extensive network of Authorized Service Delivery Partners (ASDPs) to deliver maintenance services. HP has established the largest and most efficient network of Channel Partners in the industry with thousands of ASDPs delivering HP hardware repair services. These ASDPs have the required HP training, certifications, and experience to meet HP's stringent repair guidelines and policies. VITA can be confident that HP takes significant measures to monitor and manage its relationships with third-party service delivery partners. Service delivery partners are managed by an HP vendor management organization. The vendor management team is responsible for service partner communications, expectation setting, customer information, product knowledge, process development, and contract negotiation. HP and the service delivery partners have worked together to develop very robust, electronic and automated communication processes to monitor and manage the delivery of service to customers, like VITA. When HP uses service providers or subcontractor personnel to deliver service to VITA, we will utilize the same metrics used to measure HP's own resources. At HP, service providers are viewed and treated as an extension of our own service delivery organization, and their performance is measured accordingly including their professionalism in interacting with our customers.

Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.	Y	HP does not believe a system focused on penalties is necessary to ensure that HP meets or exceeds the levels of service and performance required by VITA. Likewise, HP does not require incentives to ensure that our personnel will perform to their maximum capability and provide the highest value per dollar invested by VITA. It has been HP's experience that contractual commitments involving penalties are not conducive to establishing the type of relationship that our customers desire, and often creates unnecessary barriers to effective communication and performance. HP consistently ensures the terms and conditions of its contracts allow either party the right to terminate the agreement if one party is not meeting its contractual obligations. Overall, HP does not typically engage in performance penalties and does not expect a situation to arise in which performance penalties will be necessary during the course of this contract, since continual communication, feedback, and correction (if required) are part of our underlying management philosophy. HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

For suppliers responding to the Server Category, does your firm have qualified technicians to perform services such as installation, configurations, data migrations, etc. If so, please explain and for those not responding to the Server Category, please respond with N/A in column B.	Y	HP's service portfolio covers the entire solution lifecycle for HP ProLiant and Blade server environments, from installation and support to design, deployment, and management of complex IT environments. With HP Care Pack Services, we offer a wide range of service level options, from reactive support for a single system to integrated reactive and proactive mission critical service options: • Server planning and deployment services: Implement industry-standard and business-critical servers and HP BladeSystem technology rapidly, with minimal business disruption. • HP Factory Express: Accelerate business results with value-added customization, configuration, and integration services. • Remote and onsite server services: Services include preventive, diagnostic, and remedial support. • Server software support: Complement your in-house capabilities with end-to-end lifecycle services. • Mission Critical and Proactive support: Maximize availability and reduce downtime. • Online support: Get advanced electronic monitoring and problem resolution. • Data center transformation services: Accelerate business growth with agility-enhancing next-generation capabilities. • Server virtualization and consolidation solutions: Optimize capacity utilization and contain costs. Additional information is included in **Attachments 5, 6 and 7**, as well as **Exhibit C Services & Warranty tab.**

Does your proposed solution include a customer support program? If so, please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.	Y	HP provides our customers with access to proactive notification services. HP Proactive Notification is a special service designed for HP enterprise customers that covers a wide range of HP products including commercial desktops, portables, pocket PCs, workstations, thin clients, and ProLiant and TaskSmart server products. This service can help lower the total cost of ownership by reducing the impact of product changes over the hardware life cycle and making it easier to track changes when they do occur. Proactive Notification provides participants with up to 60-day advance notice of upcoming hardware and software changes that can affect VITA's computing environment. The program: • Proactively communicates product hardware and software changes that will be implemented in the manufactured product configuration • Offers proactive email notification of product hardware and software changes based on a customer-defined profile • Provides only those changes that will impact VITA's unique computing environment • Provides a subscription to additional product documentation and alerts, as well as IT newsletters through the HP Subscriber's Choice for Business website at http://h71036.www7.hp.com/hho/cache/3618-0-0-225-121.html?jumpid=reg_R1002_USEN.
Does your proposed solution include your firms ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.	Y	HP has the infrastructure and experienced personnel to manage, stage and deploy customized rollouts for solutions where a rollout schedule is developed. With the development of a rollout schedule, HP will automatically release and deliver orders to meet these schedules and facilitate a process that requires minimum oversight by the customer. If procurement does not require a true rollout and will be placing individual purchase orders detailing delivery to multiple locations, this is a routine process for the order management teams. Within HP's systems they will create individual orders for each location. In this scenario, the Order Cycle Timeframes described in **Attachment 7, HP Order Cycle Times** would apply.

Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in Appendix C (Services/Warranty Tab)	Y	HP offers end-of-life HP product return, trade-in, and recycling programs in many geographic areas. Complete details are in **Attachment 8, Recycling** and also available at the following websites: For trade-in information: http://www.hp.com/go/green. To recycle your product: http://www.hp.com/go/green. Products returned to HP will be recycled, recovered or disposed of in a responsible manner. The EU WEEE directive (2002/95/EC) requires manufacturers to provide treatment information for each product type for use by treatment facilities. This information (product disassembly instructions) is posted on the HP web site at: http://www.hp.com/go/green. These instructions may be used by recyclers and other WEEE treatment facilities as well as HP OEM customers who integrate and re-sell HP equipment.
If your proposed solution has included multiple manufacturers, please explain how your organziation will service each manufacturer that would be represented in a contract.	Y	HP requires VITA contact the original equipment manufacturer for all defective non-HP hardware or software products.
Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.	Y	HP can provide vendor agnostic configuration of hardware systems as part of a total solution being provided by HP. This service can be negotiated on a deal-by-deal basis and does not include HP procuring the hardware.
Does your proposed solution include the ability for the end user to track their shipment once it has left your warehouse? If so, please describe and provide screen shots.	Y	Using HP's Order Status and Reporting Tool, users will be able to track orders from the time of order validation all the way until the product is received at a VITA site. HP will also provide a shipment confirmation email that can be sent to specific users to inform them that an order has shipped, including the carrier's tracking number for each shipment associated with an order. Please refer to the link below: https://gem.compaq.com/gemstore/gemcart/ssl/SaveOrder.asp?oi=E9CED&OrderAction=OrderStatus&SiteID=&dest=&secured

Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.	N	Please refer to HP's Order Cycle Times in response above #10.
Does your proposed solution allow the user to keep a failed hard drive while receiving a new hard drive that is covered under warranty? Please provide details and pricing if necessary.	Y	For eligible products, VITA may purchase Defective Media Retention. For the HP Server Category, all servers have been configured with the state-wide mandatory Defective Media Retention service included. This service feature option allows VITA to retain defective hard disk or eligible SSD/Flash drive components that VITA does not want to relinquish due to sensitive data contained within the disk (‘Disk or SSD/Flash Drive’) covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention. With defective media retention service option, it is the VITA's responsibility to: • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations Service limitations

For those Suppliers proposing Used/Refurbished devices, VITA has required a three year warranty on both PC's and Laptops. Please describe your solution when an Authorized User initiates a request for repair request including but not limited to shipping time, repair time at your facility, etc. For those not responding to the Used/Refurbished section, please place N/A in column B.	N/A	HP is not responding to the Used/Refurbished section.
Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.	Y	HP has outlined the HP Support Center, HP Instant Support Professional Edition, and Subscribers Choice for Business in **Attachment 10, HP Support Center**.

EXHIBIT C

PC

Intel or AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
Desktop Offering	**HP ProDesk 600G1 SFF**	**1,388.00**	**23.00%**	**1,068.76**	**23.00%**	www.hp.com/buy/pscatalog
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics		$1,203.00				
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greate						
19" LED Monitor (minimum)	A3R82AA#ABA	$185.00				
Two button USB optical mouse with scroll whee						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						

Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
All-In-One Offering	**HP ProOne 600 G1 AiO**	**1,493.01**	**23.00%**	**1,149.62**	www.hp.com/buy/pscatalog
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll whee					
USB Keyboard with 103 keys					
10/100 RJ-45					

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimun discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
http://www.vita.virginia.gov/scm/default.aspx?id=87

Laptop

Intel/ AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
Laptop Offering	**HP 6470B**	**1,583.00**	**33.00%**	**1,060.61**		www.hp.com/buy/pscatalog
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)		$1,414				
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14 inch screen or greater						
Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab	UK703E	$169				http://h20560.www2.hp.com/portal/site/cpc?ac.admitted=138419343

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for thi model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teache Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
http://www.vita.virginia.gov/scm/default.aspx?id=87

m Percentage Discount for Laptop Accesso	**21.00%**

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Chromebook

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Chromebook	**HP Chromebook 11-SMB0**	**514.00**	**22.00%**	**400.92**	www.hp.com/buy/pscatalog
Intel Celeron 847 1.1GHz		445			
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					
Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab		69			http://h20560.www2.hp.com/portal/site/cpc?ac.adm

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Percentage Discount for Chromebook Accessories (see note	**21.00%**

Thin Client

Intel/ AMD Based

Minimum Configurations	**Brand/Model #**	**LIST**	**Percentage Discount (see note #1 below)**	**Discounted Price**	**Public Site to Verify Model #/List Price**
Thin Client Offering	**HP t610 West7e AMD**	**649.00**	**21.00%**	**512.71**	www.hp.com/buy/pscatalog
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
No OS installed					

Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 – Once the category has been won, Supplier may propose alternate operating systems but the proposed minimum discount cannot be decreased.

Rugged Laptop

Intel/ AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Laptop Offering	**Getac S400 SLB101**	**1,699.00**	**10.00%**	**1,529.10**	http://www.costcentral.com/searchresults.php?keywords=getac
Mil-Std 810G Certified					
Intel Core i3-3110M Processor 2.4GHz or greater					
2GB RAM or greater					
320GB SATA hard drive or greater					
Super Multi DVD Drive					
Microsoft Windows 7 Professional Compatible					
802.11a/b/g/n integrated wireless					
13.1 inch screen or greater					
10/100/1000 RJ45					

Warranty is three years Next Business Day Service (NBDS) for all Rugged laptop models and future models. Additional types of warranty may be offered on the Services & Warranty tab

Percentage Discount for Rugged Laptop Accessories (see note	**10.00%**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Android Tablet

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	**Samsung SCH-I705MKAVZW**	**299.99**	**7.00%**	**278.99**	http://www.cdwg.com/shop/search/result.aspx?key=SCH-I705MKAVZW&wclsscat=&b=&p=&searchscope=All&ctlgfilter=&sr=1
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

Warranty is three years Next Business Day Service (NBDS) for all Android Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Percentage Discount for Android Tablet	**7.00%**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Windows Tablets

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	**HP Elite Pad 900**	**1,071.00**	**22.00%**	**835.38**	**www.hp.com/buy/pscatalog**
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

Warranty is three years Next Business Day Service (NBDS) for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Percentage Discount for Windows Tablets Accessor	**22.00%**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Servers

Intel/ AMD Based

Minimum Configurations

Tower Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel Xeon E3-1200v2 3.10GHz	**HP ML310e Gen 8**	982.00	19.00%	795.42	www.hp.com/buy/pscatalo
8GB Memory					
100 GB Hard Drive					
Onboard SATA					
DVD Writer					
No OS installed					
Gigabit Ethernet Adapter					

Rack Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel Xeon E5-2407 2.2GHz	**HP DL360e Gen8**	1,912.00	19.00%	1,548.72	**www.hp.com/buy/pscatalo**
8GB Memory					
Onboard SATA					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					

Blade Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel E5-2430 2.2GHz	**HP BL420c Gen8**	3,261.00	19.00%	2,641.41	**www.hp.com/buy/pscatalo**
8GB Memory					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					

Warranty is three years on-site for all server models and futur models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Inte processors

Minimum Percentage Discount for Server Accessories (see note #2)	19.00%

Note #1 - The percentage discount will be the minimun discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rac mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	**DTSE9H/8GBZ**	10.00	7.00%	9.30	http://www.cdw.com/shop/products/Kingston-DataTraveler-SE9-USB-flash-drive-8-GB/2588123.aspx?enkwrd=ALLPROD%3a%7cDTSE9H%252f8GBZ%7cAll%20Product%20Catalog
16 GB	**DTSE9H/16GBZ**	17.00	7.00%	15.81	http://www.cdw.com/shop/products/Kingston-DataTraveler-SE9-USB-flash-drive-16-GB/2588120.aspx
32 GB	**DTSE9H/32GBZ**	34.00	7.00%	31.62	http://www.cdw.com/shop/products/Kingston-DataTraveler-SE9-USB-flash-drive-32-GB/2934945.aspx?enkwrd=ALLPROD%3a%7cDTSE9H%252f32GBZ%7cAll%20Product%20Catalog

Monitors *(wide aspect)*	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD	**AS171-BK**	139.00	7.00%	129.27	http://www.cdwg.com/shop/products/NEC-AccuSync-AS171-BK-17in-LCD/1994501.aspx?enkwrd=ALLPROD%3a%7cAS171-BK%2520%7cAll%20Product%20Catalog
19" LCD	**VA2037A-LED**	152.00	7.00%	141.36	http://www.viewsonic.com/us/va2037a-led.html
				0.00	
Power Strip	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
6 Outlet 6ft cord 790 Joule	**P74**	11.99	15.00%	10.19	http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=P74
8 Outlet 8ft cord 2500 Joule	**P11VT3**	39.99	15.00%	33.99	http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=P11VT3
				0.00	
Mouse	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
Optical Scroll Mouse- USB	**910-001601**	9.99	7.00%	9.29	http://www.logitech.com/en-us/product/mouse-m100?crid=7

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	**920-002478**	14.99	7.00%	13.94	http://www.logitech.com/en-us/product/6692

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price

Wireless keyboard and mouse USB interface	**920-004088**	29.99	7.00%	27.89	http://www.logitech.com/en-us/product/keyboard-k360?crid=26

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	**A3L791-10-BLK-S**	5.99	7.00%	5.57	http://www.cdwg.com/shop/products/Belkin-10ft-CAT5e-or-CAT5-Snagless-RJ45-Patch-Cable-Black/074089.aspx?enkwrd=ALLPROD%3a%7cA3L791-10-BLK-S%7cAll%20Product%20Catalog
7 ft CAT5e	**A3L781-07-BLK**	5.99	7.00%	5.57	http://www.cdwg.com/shop/products/CDW-7ft-CAT5e-or-CAT5-RJ45-Patch-Cable-Black/1328057.aspx?enkwrd=ALLPROD%3a%7cA3L781-07-BLK%7cAll%20Product%20Catalog
3 ft CAT6	**A3L980B03-BLU-S**	7.49	7.00%	6.97	http://www.cdwg.com/shop/products/Belkin-3ft-CAT6-or-CAT-6-Gigabit-Snagless-RJ45-Patch-Cable-Blue/1046580.aspx?enkwrd=ALLPROD%3a%7cA3L980B03-BLU-S%7cAll%20Product%20Catalog
7' CAT6	**A3L980B07-BLU-S**	8.29	7.00%	7.71	http://www.cdwg.com/shop/products/Belkin-7ft-CAT6-or-CAT-6-Gigabit-Snagless-RJ45-Patch-Cable-Blue/1028184.aspx?enkwrd=ALLPROD%3a%7cA3L980B07-BLU-S%7cAll%20Product%20Catalog
HDMI to HDMI M/M 6ft	**HDMMU6**	13.99	7.00%	13.01	http://www.startech.com/Cables/Audio-Video/HDMI/6ft-90-Degree-Upward-Angled-High-Speed-HDMI-Cable-HDMI-Male-to-Male~HDMMU6

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	**97395**	172.00	7.00%	159.96	http://www.cdwg.com/shop/products/Verbatim-Store-ftnft-Go-Portable-hard-drive-1-TB-USB-3.0/2539167.aspx?enkwrd=ALLPROD%3a%7c97395%7cAll%20Product%20Catalog
500 GB USB 3.0 (portable)	**97656**	126.00	7.00%	117.18	http://www.cdwg.com/shop/products/Seagate-Expansion-Desktop-Drive-hard-drive-2-TB-USB-3.0/2731125.aspx?enkwrd=ALLPROD%3a%7cSTBV2000100%7cAll%20Product%20Catalog
2 TB USB 3.0 (external desktop)	**STBV2000100**	119.99	7.00%	111.59	http://www.newegg.com/Product/Product.aspx?Item=22-149-479&Tpk=HDTC720XL3C1

4 TB USB 3.0 (external desktop)	**WDBCPZ0040HAL-NESN**	229.99	6.00%	216.19	http://www.cdwg.com/shop/products/WD-My-Book-Studio-WDBCPZ0040HAL-hard-drive-4-TB-USB-3.0/2890180.aspx?enkwrd=ALLPROD%3a%7cWDBCPZ0040HAL-NESN%7cAll%20Product%20Catalog

Web Cams	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution	**CS0300-1N**	19.99	7.00%	18.59	http://www.newegg.com/Product/Product.aspx?Item=N82E168265
Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	**CS720A0-1N**	39.99	7.00%	37.19	http://www.newegg.com/Product/Product.aspx?Item=0H9-00GE-00003

USB Hubs	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
USB 2.0 7 port hub, power supply included	**JU-H70411-S2**	59.99	7.00%	55.79	http://www.cdwg.com/shop/products/SIIG-USB-3.0-2.0-7-Port-Hub-with-5V-4A-Adapter-hub-7-ports-desktop/2997512.aspx?enkwrd=ALLPROD%3a%7cJU-H70411-S2%7cAll%20Product%20Catalog
Mini hub 4 port hi speed USB, no power supply needed	**JU-H40812-S1**	59.99	7.00%	55.79	http://www.cdwg.com/shop/products/SIIG-4-Port-USB-3.0-Hub-with-5V-4A-Adapter-hub-4-ports-desktop/3104849.aspx?enkwrd=ALLPROD%3a%7cJU-H40812-S1%7cAll%20Product%20Catalog

Speakers	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	**980-000417**	24.99	7.00%	23.24	http://www.cdwg.com/shop/products/SIIG-USB-3.0-2.0-7-Port-Hub-with-5V-4A-Adapter-hub-7-ports-desktop/2997512.aspx?enkwrd=ALLPROD%3a%7cJU-H70411-S2%7cAll%20Product%20Catalog
PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included	**CA-3602**	57.99	7.00%	53.93	http://www.cdwg.com/shop/products/SIIG-4-Port-USB-3.0-Hub-with-5V-4A-Adapter-hub-4-ports-desktop/3104849.aspx?enkwrd=ALLPROD%3a%7cJU-H40812-S1%7cAll%20Product%20Catalog

Label Printer	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**

Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	**QL-500**	69.99	7.00%	65.09	http://www.brother-usa.com/LabelPrinter/ModelDetail/23/QL500/review#.Un1IOPnkuT5
I. Battery Back Up Unit	**Model #**	**List**	**Discount %**	**Discounted Price**	**Public Site to Verify Model #/List Price**
UPS external, 550 VA power capacity, 3 min battery run time	**BE550G**	69.99	15.00%	59.49	http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=BE550G&total_watts=200&tab=models
UPS external, 1440 VA power capacity, 7 min battery run time	**SMT1500**	559.00	15.00%	475.15	http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=SMT1500
UPS 750 VA power capacity, 16 min battery run time	**SMT750**	329.00	15.00%	279.65	http://www.apc.com/products/resource/include/techspec_index.cfm?base_sku=SMT750

******Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment**

*****Warranty is manufacturer's warranty for all peripherals**

******Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

MANUFACTURER	MINIMUM PERCENTAGE DISCOUNT FROM LIST
APC / Schneider Electric	15%
Getac	10%
3Com	7%
3DConnexion	7%
3M	7%
Acer	7%
Adaptec	7%
Adesso	7%
Aleratec	7%
Allied Telesis	7%
Anthro Corporation	7%
AOC	7%
Apacer	7%
APEX	7%
APG Cash Drawer	7%
Apricorn	7%
Asus	7%
ATI	7%
Avocent	7%
Barco	7%
Barracuda Networks	7%
Belkin	7%
BRETFORD MFG	7%
Brocade Communications	7%
Brother	7%
Buslink	7%
C2G (formerly Cables To G	7%
Canon	7%
Cherry Keyboards	7%
Chicony	7%
Chief Manufacturing	7%
CMS Products	7%
Creative Labs	7%
Crucial	7%
CYBER ACOUSTICS	7%
Cyclone Products	7%

Datamation Systems	7%
DIGITAL PERSONA	7%
D-Link	7%
Drobo	7%
Eaton	7%
Egan TeamBoard	7%
Eizo	7%
Elo TouchSystems	7%
EMC	7%
Emulex	7%
Epson	7%
Ergotron	7%
EVGA	7%
F5	7%
Fairhaven	7%
Fellowes	7%
Fujitsu	7%
FUSION-IO INC	7%
Gamber Johnson	7%
Goldtouch	7%
Hitachi	7%
Honeywell	7%
Humanscale	7%
Hyundai	7%
Imation	7%
INFOCASE	7%
InFocus	7%
INFOCUS	7%
Intel	7%
IOGEAR	7%
Iomega	7%
JAR Systems	7%
Juniper	7%
Kensington	7%
Key Tronic	7%
Kingston	7%
La Cie	7%
LG	7%
Liebert	7%
Linksys	7%

Logitech	7%
M&A	7%
Magma	7%
MagTek	7%
Mellanox Technologies Inc	7%
Memorex	7%
Meridian	7%
Monster Cable Products	7%
Motorola	7%
M-S Cash Drawer	7%
NEC	7%
NETGEAR	7%
NWN	7%
Panasonic	7%
Panasas	7%
Peerless Industries	7%
Philips	7%
Planar Monitors	7%
Plantronics	7%
PNY	7%
Precision Mounting Techno	7%
ProtecT Computer Products	7%
QLogic	7%
Quantum	7%
Riverbed	7%
Samsonite	7%
Samsung	7%
Seagate	7%
SIIG	7%
Smith Enterprises Inc (SEI)	7%
Sony	7%
StarTech	7%
Symbol Technologies	7%
Targus	7%
Teac	7%
Tripp Lite	7%
Verbatim	7%
Viewsonic	7%
V7	7%
Virtual Instruments	7%

WESTERN DIGITAL	6%
Xyratex	7%
Zebra Technologies	7%

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

Service or Warranty Description	Rate
U7899E HP 5 YEAR NBD ONSITE DESKTOP SERVICE	$95.20
UE334E HP 5 YEAR NBD ONSITE DESKTOP SERVICE WITH DEFECTIVE MEDIA RETENTION	$151.20
U7897E HP 4 YEAR NBD ONSITE DESKTOP SUPPORT	$63.20
UE333E HP 4 YEAR NBD ONSITE DESKTOP SUPPORT WITH DEFFECTIVE MEDIA RETENTION	$87.20
U0A84E HP 3 YEAR NBD ONSITE WITH ACCIDENTAL DAMAGE PROTECTION	$39.20
UQ929E HP 1 YEAR COMPUTRACE DATA PROTECTIONS	$23.20
UL708E HP 1 YEAR COMPUTRACE COMPLETE TRACKING AND RECOVERY SERVICES	$33.60
UQ931E HP 3 YEAR COMPUTRACE DATA PROTECTION	$39.20
UL709E HP 3 YEAR COMPUTRACE COMPLETE TRACKING AND RECOVERY SERVICES	$79.20
U4414E HP 3 YEAR NBD ONSITE NOTEBOOK ONLY SERVICE	$79.20
U4418E HP 3 YEAR TRAVEL NDB ONSITE SERVICE	$87.20
UC279E HP 3 YEAR NBD ONSITE WITH ACCIDENTAL DAMAGE PROTECTION	$143.20
U7860E HP 4 YEAR NBD ONSITE NOTEBOOK ONLY SUPPORT	$167.20
UE335E HP 3 YEAR NBD ONSITE PLUS DEFECTIVE MEDIA RETENTION NOTEBOOK ONLY	$87.20
UL558E HP 3 YEAR ONE TIME BATTERY REPLACEMENT	$71.20
US467E HP 4 YEAR ONE TIME BATTERY REPLACEMENT	$79.20

U0VD7E HP 3 YEAR RECEIPT EXCHANGE WITH ACCIDENTAL DAMAGE PROTECTION CHROME BOOK	$135.20
U0VD3E HP 2 YEAR RECEIPT UNIT EXCHANGE CHROME BOOK	$31.20
U4847E HP 3 YEAR NBD EXCHANGE THIN CLIENT ONLY	$52.00
U7929E HP 5 YEAR NBD EXCHANGE THIN CLIENT ONLY	$130.40
U7C51E HP 3 YEAR NBD ONSITE WITH ACCIDENTAL DAMAGE PROTECTION ELITEPAD 900	$191.20
U7C50E HP 3 YEAR NBD ONSITE SERVICE ELITEPAD 900	$91.20
HR205E HP 3 YEAR PICK UP AND RETURN SERVICE ELITEPAD 900	$55.20
HR206E HP 3 YEAR PICK UP AND RETURN WITH ACCIDENTAL PROTECTION ELITEPAD 900	$151.20
U0W24E HP 2 YEAR PICK UP AND RETURN ELITEPAD 900	$31.20

Service or Warranty Description	Rate
Basic Services	
Bulk Packaging HP-3PS-11	$8.32
Imaging HP-3PS-12	$15.27
Bios Setting HP-3PS-13	$8.33
Asset Tagging HP-3PS-14	$4.72
Custom Laser Etching HP-3PS-15	$6.11
Data Migration HP-3PS-23	$43.90
Life Cylcl Management HP-3PS-24	$63.05
Color UV Bonding A908508	$50.00
40/hr Onsite Consulting H4W47A1 (ISS)	$13,400
40/hr Onsite Consulting H4W48A1 (BCS)	$13,400
Unix Migration Assessment L1 H2S91A1	$14,850
Unix Migration Assessment L2 H2S92A1	$72,850
Unix Migration Implementation HK411A1#009	Variable
HP-UX/OpenVMS Training HF382A1	$3,500
HP-UX/OpenVMS Training HF382E	$3,500

Custom Imaging Services:			
AY100AV	HP PC Image Load Service	$20	Price per PC Config
AY101AV	HP PC Image Modification and Load Service	$25	Price per PC Config
AY102AV	HP PC Image Build and Load Service	$35	Price per PC Config
AY119AV	HP Multi-Platform PC Image Service	$40	Price per PC Config
AY120AV	HP PC Applications Load Service	$25	Price per PC unit (Maximum 15
AY103AV	HP Standard PC BIOS Settings Service	$10	Price per PC Config
AY132AV	HP Custom PC BIOS Settings Service	$35	Price per PC Config
AY104AV	HP Device Model Management Service	$12	Price per HW part
AY105AV	HP Third-Party HW Integration Service	$20	Price per HW part
AY122AV	HP Customer Logo in Firmware Service	$15	Price per PC unit
AY106AV	HP Intel® vPro™ Setup and Configuration Service	$15	Price per PC Config
AY107AV	HP Backup Media Design and Replication Service	$15	Price per PC Config
AY108AV	HP PC BIOS Revision Control Service	$12	Price per PC Config
AY109AV	HP PC BIOS Asset Tagging Service	$10	Price per PC Config
AY111AV	HP Standard Asset Tagging Service	$10	Price per tag
AY112AV	HP Customer-Supplied Asset Tagging Service	$8	Price per tag
AY114AV	HP Custom Security Tagging Service	$40	Price per tag

On-Site Labor Rates								Contact Center (Software and Application)		
Hourly rates for U.S. excluding Alaska and Puerto Rico	Enterprise Servers, and Non-HP Equipment		Commercial Servers (ProLiants, NetServers) and Associated Storage		PC Desktops,		Account Support Services (ASM) Rates	HP-UX, Tru64Unix, MPE, OpenVMS, Storage, VMS	Linux & Novell O/S Microsoft Products	User Application Support (UAS Program)
	Per Hour		Per Hour		Per Hour		Single Rate	Per Hour	Per Hour	Per Incident
Standard business hours M–F 8 am–5 pm	**$310*** **PN# HJ623AC**		**$225** **PN# HJ623AC**		**$175** **PN# HJ623AC**		**$295**	**$310** **PN# HJ628AC**	**$310** **PN# HJ628AC**	$38 **PN# HJ629AC**
After Hours M–F 5 pm–8 am, Sat, Sun, and HP holidays	**$388*** **PN# HJ623AC** **(Level 1)**		**$281** **PN# HJ623AC** **(Level 1)**		**$219** **PN# HJ623AC** **(Level 1)**		**$368**	**$310** **PN# HJ628AC** **(Level 1)**	**$310**** **PN# HJ628AC** **(Level 1)**	$48 **PN# HJ629AC** **(Level 1)**
Minimum Hour Charge	Standard Business Hours 8-5 M–F: 1 Hr Min After Hours M-F, Saturday, Sunday and Holidays: 2 Hr Min									
Software Non-Contract Access Fee	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Std Business Hrs $500 **PN# HJ632AC** **(Level 1)** Other Days/ Hrs **$1,500** **PN# HJ632AC** **(Level 2)**	Not Applicable	Not Applicable
Standard Response	3-5 Business Days within 200 miles		3-5 Business Days within 200 miles		3-5 Business Days within 200 miles		Quote Only	Up to Next Business Day (Expedited response available)	Up to Next Business Day (Expedited response available)	Next Available Engineer

* Large Enterprise Printers fall in the "other" category below.
** After hours service is not available for Microsoft.

Standard On-site Response Time

The response time for an on-site per event request (with credit approval) is 3 to 5 business days from the day the call is accepted and logged by the HP Solution Center (Within 200 miles of the responding HP support hub). See the HP Per Event Hardware Support Technical Data Sheet for additional details.

Optional Expedited Response Fees			
Depending on local HP resource availability customers may purchase expedited response. This service will be subject to an expedited response fee that will vary depending on when the expedited response request is logged			
Expedited /After Hours Response Fees for Non-Contractor for Standard Warranty (no charge for travel, labor and parts apply if they are already covered under their warranty service level)			
	Same Day Response ***HJ616AC Level 0***	*Next Day or Second Day Response* ***HJ616AC Level 1***	*DAY 3 -5 Business Days* *Standard Response*
Standard business hours M–F 8 am–5 pm	Not available	$350 Desktops $700 Enterprise, Commercial, Large Printers	No additional fee (Standard Response)
After hours M–F 5pm– 8 am, Sat, Sun and HP holidays	Not available	$700 Desktops $2500 Enterprise, Commercial, and Large Printers ($1800+$700)	$1800*

*Not available for Desktops and most printers

Expedited / After Hours Response Fees for Customers with Existing HW Service Contract or Care Pack (To receive a 4 hr <u>or</u> scheduled response on-site from time of call receipt) <u>Subject to Resource Availability</u>					
9pm		8am		1pm	5pm
Existing Coverage	Time service request received>				
24x7x4hr Response	Monday through Friday	Included in coverage - No charge			
	Sat, Sun, and HP holidays				
13x5x4hr Response	Monday through Friday	Included in coverage - No charge		***	$700 Desktops $1,800 All Others
(M-F 8-9pm)	Sat, Sun, and HP holidays	$700 Desktops $1,800 All Others			
9x5x4hr Response	Monday through Friday	Included in Coverage –	***	$700 Desktops $1,800 All Others	
(M-F 8-5pm)		No Charge			
	Sat, Sun, and HP holidays	$700 Desktops $1800 All others			
9x5xNBD	Monday through Friday	$350 Desktops	***	$700 Desktops	
Next Business Day		$700 All Others		$1800 All Others	
	Sat, Sun, and HP holidays	$700 Desktops $2,500 All others			

Note: Expedited response is dependent on resource availability.
* Large Enterprise Printers fall in the “other” category above.

*** Calls placed during these times may be serviced on the same day depending on resources and estimated completion time.

HP Per Event Remote Hardware Support (Provided by Contact Center)			
Hourly Rates for US	Enterprise	Com-mercial (ISS)	PCs and Most Printers (IPG, PSG)
Standard Business Hours M-F 8 am – 5 pm	$265 per hour, 1 hr min HJ627AC	$190 per hour, .5 hr min HJ627AC	$39 per incident HJ626AC (Level 1)
ALL other days and times	$331 per hour, 2 hr min HJ627AC (Level 1)	$238 per hour, .5 hr min HJ627AC (Level 1)	$48 per incident HJ626AC (Level 1)
Response Time	Up to Next Business Day	Up to Next Business Day	Up to Next Business Day
If an HP on-site per event response is needed complete the call, there is no charge for the remote HW support.			

Exhibit D

This document is intended to address the subsections of the VITA Hardware and Maintenance Contract Section 6F, Warranty Services and Section 7C, Maintenance Services that reference Exhibit D.

6.F Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Response:

The following outlines HP telephonic technical support callers, HP standard warranty and HP Care Pack exclusions, warranty terms and performance penalties.

Unlimited Telephonic Support Callers

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For business customers with a valid warranty or HP Care Packs

HP Warranty and Care Pack Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination,

improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region. If you have purchased an HP Product that includes a rechargeable battery HP warrants that battery will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of the HP Product that uses the battery. As with all batteries, the maximum capacity of the battery included in the HP Product will decrease with time or use. The battery warranty does not cover changes in battery capacity. Your battery is only warranted from defects in materials or workmanship resulting in failure. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test. Battery life is not warranted and will vary depending on product configuration and usage, including but not limited to product model, applications running, power management settings, and product features.

If you have purchased a tablet notebook PC that includes a stylus or pen, HP warrants that the pen or stylus will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of your tablet notebook PC.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; or (3) parts intended for one system are installed in another system of different make or model.

For more detailed information on HP limited Personal Systems warranty, please refer to **Attachment 11, HP Limited Warranty – Personal Systems**.

HP has also provided more information on HP Server Warranty and Terms in **Attachment 12, HP Limited Warranty – Servers** and more information on HP Storage Warranty and Terms in **Attachment 13, HP Limited Warranty - Servers**.

Performance Penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.

HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

6.1 Product Covered

Exhibit C lists all Product types covered under warranty.

Response:

HP provides varying warranty, depending on the HP product.

HP Desktops

HP's limited warranty service includes one (1) or three (3) years parts, labor and on-site service with Next Business Day (NBD) response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays. With this level of support, an HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 4:00 pm will be logged the next business day and serviced on the following business day.

For HP Desktop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

Laptops and Tablets

HP's limited warranty service includes one (1) or three (3) years parts and labor with pick up or carry in service. One (1) year limited warranty on primary battery.

With this service, HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to VITA Authorized Users. Turn-around-time does not include the time required to return ship the repaired product to VITA Authorized Users.

VITA Authorized Users may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Authorized User's location. All other calls will be scheduled for next-business-day pickup.

For HP Laptop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

HP Monitors

HP's standard warranty service for monitors includes one (1) or three (3) years Next Business Day onsite warranty or one or three (3) yeas Advanced Exchange. With onsite warranty, when attached to an HP Desktop under warranty, HP will arrive onsite at VITA's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am

and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.

With Advanced Exchange service, HP ships a replacement monitor, for Next Business Day delivery, to VITA. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the monitor. Defective monitors should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Should VITA purchase the HP monitors and connect them to non-HP desktops or a legacy HP Desktop which is no longer covered under Next Business Day Onsite Service, HP will service the monitor via Advanced Exchange.

HP Servers and HP Storage

HP Servers and Storage may come with any of the following one (1) or three (3) year warranties:

- Parts Only Warranty Service—Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.
- Advanced Unit Replacement Warranty Service—Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.
- Onsite warranty service—Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:
  - Remotely
  - By the use of a CSR part
  - By a service call at the location of the defective unit

For more information on HP Server Warranty Terms and Conditions, including an HP product chart, see **Attachment 12, HP Limited Warranty – Servers**.

For more information on HP Storage Warranty Terms and Conditions, including an HP product chart, see **Attachment 13, HP Limited Warranty – Storage**.

HP Peripherals

HP Peripherals typically ship with one (1) year parts only warranty. With this service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

HP Customer Self-Repair

Some parts in all product lines may be remedied via HP Customer Self-Repair. The HP Customer Self Repair (CSR) program provides the fastest hardware support service under warranty. This program ships genuine HP replacement parts, typically delivered the next business day, directly to VITA so replacement can be done at your convenience.

CSR Process

VITA obtains a CSR part by logging a technical support case for warranty repair as normal, online or via phone. After the case is logged, initial diagnosis and troubleshooting are performed to determine that a part replacement is necessary and available through CSR. Most CSR parts ship via next-business day delivery. Same-day or four-hour delivery via courier may be available at an additional charge.

The instruction materials shipped with a replacement part outline whether the defective part must be returned to HP. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the part. Defective parts should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

If assistance is required during the installation of the replacement CSR part, technicians are available via phone by calling the HP Technical Support Center. For more information on the CSR process, see http://h18029.www1.hp.com/support/selfrepair/.

CSR Parts Categories

CSR parts are divided into two categories: mandatory and optional.

- Optional—Parts designated as CSR optional can either be replaced by a VITA representative or repaired by an HP service technician. There is no additional charge for HP to repair an optional CSR part, per the type of warranty service designated for your product.
- Mandatory—Parts provided under warranty in this category include but are not limited to items like mice, keyboard, and DVD drives. Your HP limited hardware warranty terms require that you install CSR parts designated as mandatory, without on-site assistance from HP, unless you request that HP send a technician to your site at the current HP hourly rate. (Travel charges may apply in remote areas.) Note: The purchase of any HP Care Pack uplift makes all CSR parts optional, and on-site assistance is provided on request at no additional charge for covered equipment.

The purchase of any HP Care Pack negates the mandatory CSR requirement of the HP limited hardware warranty, making all CSR replacements optional.

6.2 Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP provides a wealth of preventative maintenance options including the HP Support Center, assistance with engineering improvements and firmware updates.

HP Support Center

HP Support Center provides one-stop, personalized access to the knowledge and tools needed to manage traditional and cloud-based IT environments effectively. It delivers support and tools that are aligned to VITA's products. HP Insight Online is a new addition to the HP Support Center portal for one stop, secure access to product and HP support information specific to your IT environment. The HP Support Center is available at no additional cost as part of your warranty, HP Care Pack Services, or contractual support agreement with HP. The community of support professionals offers deep expertise, while the support and tools are configured to complement the products VITA uses.

Through HP Support Center, VITA can:

- Reduce risks by proactively managing and preventing problems from occurring, tapping into expert knowledge, reviewing product guides, following guided troubleshooting, and collaborating with peers
- Improve productivity with one-stop access to device information in your IT Environment, anywhere and at any time
- Save time by solving problems faster through a personalized support experience

Website: http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150

As a provision of onsite services, VITA also has access to the following preventative maintenance.

Fix-on-Failure

At the time of onsite technical support delivery, HP may:

- Install available engineering improvements to help the Customer ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts.
- Install available firmware updates defined by HP as non-customer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which the Customer has the required license to use, if applicable.

Fix-on-Request

In addition, at VITA's request, HP will install during coverage hours critical firmware updates defined by HP as non-customer installable and for which VITA has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.

Notwithstanding anything to the contrary to HP's current standard sales terms, HP will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Performance penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service

commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.

HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

6.3 Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

The following outlines logging a technical support request, the HP Self-Maintainer Program, repair options for non-warranted items, HP Care Packs and performance penalties.

HP Technical Support Request

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For business customers with a valid warranty or HP Care Packs

HP Self-Maintainer Program

The HP Self-Maintainer Program is available for the following products:

- HP desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
- HP retail point-of-sale PCs and peripheral devices
- HP workstation PCs (not including workstation blades)
- HP notebook PCs
- HP tablet PCs
- HP mobile thin clients
- HP LaserJet shared printers
- HP Designjet large-format printers

HP no longer provides the HP Self-Maintainer Program to HP Server and HP Storage Customers.

HP Non-Warranted Items

VITA Authorized Users may purchase HP Care Packs for those items that are no longer covered under warranty or may purchase extended or upgraded HP Care Packs at the time of product purchase. VITA may also purchase support on a per instance basis, paying the standard time and material rates when service is required. Further, after warranty has expired, VITA may also service items itself by purchasing parts through the HP Parts Store. For cost effectiveness, HP recommends purchasing an HP Care Pack at the time of product purchase or prior to warranty completion, as return to support fees may apply to return to support after warranty expiration.

HP Care Pack Service Options

The following outlines a sampling of available HP Care Packs. These HP Care Packs may not be available for all products. HP provides hardware only, and hardware and software service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times.

Table 1. Hardware Support Options

Option	Delivery Specification
Pick up and return (9x5) (Standard Warranty for Notebooks)	HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the Customer. Turn-around-time does not include the time required to return ship the repaired product to the Customer. The Customer may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Customer location. All other calls will be scheduled for next-business-day pickup.
Advanced Replacement (Available for Notebooks, Servers and Storage)	HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
Accidental damage protection (9x5) (Available for Notebooks)	Accidental Damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken LCD (for notebooks), or broken parts. ADP for the ElitePad 900 is limited to one claim per product per 12-month period commencing from the HP Care Pack service start date. Once the specified limit is reached, the cost of repair for any additional claims will be charged on a time-and-materials basis, but all other aspects of the HP Care Pack service purchased will remain in effect unless specifically

Option	Delivery Specification
	documented otherwise.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.
Defective media retention	For eligible products, this service option feature provides that the Customer retain defective hard disk drive components, covered under this service, which the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk Drive"). This service allows customers to keep their malfunctioning hard drives, while receiving a replacement hard drive under warranty. This gives customers control over sensitive and confidential data contained on their notebook, desktop and workstation hard drives, and allows the customer to determine the best method of disposal for failed hard drives. With the defective media retention service option, it is the Customer's responsibility to: • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and, upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations
Additional Hard Drive Services (HP Storage)	HP Data Sanitization Service provides the skilled resources and tools to help your organization address this important but often overlooked security risk. Using specialized software techniques, an HP service specialist or authorized service partner will help ensure that data cannot be reconstructed or retrieved from hard disk media in your storage devices.

Option	Delivery Specification
	Service Benefits • Helps prevent your important information on retired hard disk media from being retrieved by unauthorized parties • Provides an alternative to physical hardware destruction by providing procedures for removing data from disk media • Provides data removal verification and acceptance testing • Helps you comply with the data privacy requirement that media containing sensitive data be overwritten or sanitized prior to recycling, reusing, or disposing of the data storage media • Provides service delivered by an HP service specialist or authorized service partner • Provides onsite or offsite data destruction through the use of an appliance and software • Provides a documented report containing the disk drive model and serial number, level of sanitization performed, and pass/fail status of the disk • Provides support for major OEM brands of IT equipment **Service Feature Highlights** • Sanitization Confirmation of Acceptance • Confirmation of Sanitization • Data removal verification and acceptance testing • Customer orientation session • Project management
HP Installation Services	HP Installation Service provides for the basic installation of HP branded servers, workstations, desktop systems, notebook PCs, thin clients, storage devices, printers, networking, and software products, as well as HP-supported products from other vendors. The Installation Service is part of a suite of HP deployment services that are designed to give you the peace of mind that comes from knowing your HP and HP-supported products have been installed by an HP specialist in accordance with the manufacturer's product documentation. **Service Benefits** • Installation by an HP technical specialist • Verification prior to installation that all service prerequisites are met • Delivery of the service at a mutually scheduled time convenient to your organization • Allows your IT resources to stay focused on their core tasks and priorities **Service Features Highlights** • Service planning • Service deployment • Installation verification tests (IVT)

Table 2. Hardware and Software Service Options

Option	Delivery specifications
Support Plus 24 (Available for Servers and Storage)	Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates. Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.
Proactive Select Credits (Available for Servers and Storage)	HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services. **Account Support Manager and Proactive Delivery Plan** Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities: • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how your credits are used is made by VITA Authorized Users. The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to your changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.
Critical Services (Available for Servers and Storage)	Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of your most demanding mission-critical environments. The service includes the following benefits: • **Assigned customer support team:** Your HP account support

Option	Delivery specifications
	manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • **Account support plan:** The account support plan documents your environment and specifies how HP can work with Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change. • **Assessments:** HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • **Operating system patch management:** HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • **Firmware and software updates:** HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • **Proactive Select Credits:** Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • **Priority recovery:** To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • **Remote-support technology:** Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • **Hardware call-to-repair commitment:** HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
Collaborative Support (Available for Servers and Storage)	HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can directly call HP to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by

Option	Delivery specifications
	applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.
Foundation Care (Available for Servers and Storage)	With this support option, VITA Authorized Users get economical reactive services and scalable support offers. Authorized Users can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, Authorized Users can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required. If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.
Proactive Care Services (Available for Servers and Storage)	HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructure. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks. In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users to rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs. Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that your environment is current and compatible. You will receive a regular Proactive Scan of covered products, which can help you to uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems. If you require further personalization or technical assistance, you can

Option	Delivery specifications
	augment your Proactive Care Service by purchasing the following additional service options: • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
Datacenter Care (Available for Servers and Storage)	HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit your specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices. VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require "next business day" support. Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to your overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users to rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of Authorized Users' own IT staff and complement reactive support options. HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals. A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm

Option	Delivery specifications
	these support commitments in an account support plan for your formal agreement.

See **Attachment 14, HP Care Pack Offerings** for information on each service offering:

- HP Hardware Support Offsite Return
- HP Hardware Support Onsite Service
- HP Hardware Support Next Day Exchange Service
- HP Data Sanitization Service
- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Proactive Select Menu
- HP Critical Service
- HP Datacenter Care

Performance Penalties

Please refer to section 6.2 for information on performance penalties.

6.4 Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP utilizes new and reconditioned parts to remedy hardware issues. The use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

All HP parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer.

Defective parts designated as Customer Self Repair should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Please refer to section 6.2 for information on performance penalties.

6.5 Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP's service logistics is chartered with providing spare parts to the numerous local servicing offices that deliver maintenance support to our customers.

Balancing service requirements with the costs of maintaining extensive local service parts inventories requires stringent controls, an extensive operating infrastructure, and integrated information systems. HP also has numerous prequalified external parts suppliers who can deliver just-in-time inventory to VITA's locations.

As a matter of practice, HP service engineers arrive on site with the necessary tools and spare parts to perform repairs. In the event a Customer Service Engineer (CSE) is without the required part, the CSE will immediately request the necessary part from the service office nearest to the site. HP currently has stocking locations in the following Virginia cities. Note, not all spare parts for the VITA contract may be stocked at each location.

- Charlottesville
- Herndon
- Richmond
- Roanoke
- Virginia Beach

Establishing Spare Levels

Upon implementation of maintenance services for a VITA site, HP's material planners will work with the VITA site representatives to obtain detailed information regarding system configurations, system up-time requirements, and contract coverage conditions. They will also work to obtain lead times for supply and repair of spares, as well as end-of-life (EOL) analysis for contracted equipment. Material planners will use this information in determining the local spare parts inventories required. HP will leverage our relationships with OEMs to maintain the available inventory to support VITA.

Stock Replenishment

Once local inventories have been established to support your requirements, HP's stocking control system tracks spare-parts inventory and provides for ongoing replenishment when a spare is "consumed" or used in the repair of a customer unit. Once spare parts consumption is reported by the engineer, the following occurs:

- The appropriate logisticians note the usage
- HP's systems automatically debits the "consumed" part from the appropriate inventory and places an order to the Central Distribution Center for replenishment
- The defective unit is returned for repair and made available for future use in support of your requirements

This process supports products that are both in and out of warranty.

As VITA adds equipment to the maintenance contract, configuration information will be provided to HP logisticians. The logisticians will adjust the local stocking levels to maintain the required level of spares. Logistics managers will work with VITA's acquisition team to track product acquisition. Working together, HP and VITA can maintain proactive plans and processes that make sure sufficient inventory is available in support of VITA's business-critical systems population.

Urgent Spare Parts Re-sourcing

In the event of an urgent parts need at your site, HP has a proven, "urgent order" process to expedite the delivery of parts. Urgent orders immediately become the top priority for HP logisticians throughout the corporation. Logisticians research stocking levels in their area, other regional offices, and central stocking, in order to deliver the needed part to the CSE as soon as possible. For urgent orders, HP will directly access our OEM business partners' spare-parts inventories. The urgent order process will also trigger immediate management involvement at both the servicing office and the VITA site. This helps make sure that all efforts to expedite the part are coordinated. Status information regarding the order is

communicated to management at the local servicing office, who in turn updates your site representative and program manager.

Replaced Material

Parts that have been replaced shall become the property of HP. We understand that some customers may request some other arrangement for reimbursing HP and retaining the replaced parts. Parts swapping between operable and inoperable systems or components shall not be used by HP as a primary procedure for fault isolation. In the event that a system is inoperable, deemed critical by your site coordinator, and the required spare parts are not in the local inventory, we shall obtain the required repair parts from the most readily available source, at no additional cost to your site.

As your needs change, HP can provide the flexibility necessary to deliver high-quality services with minimal interruption. HP recognizes that these support strategies can only be successful when both VITA and HP work together to achieve an overall philosophy of service satisfaction. As the service provider, HP will consistently look for cost reductions through service improvements and asset management, fulfilling customer requirements for high-quality, cost-effective services.

Please refer to section 6.2 for information on performance penalties.

6.6 Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

For technical incidents, VITA can contact the HP Customer Solution Center (CSC) via telephone or online. The HP technical specialist will troubleshoot with VITA utilizing the diagnose before dispatch methodology. In the instance that an issue cannot be resolved remotely, HP dispatches a part or field service technician if included in your warranty or purchased HP Care Pack.

State and Local Government and Education Customer Return Policy

HP has special provisions for equipment (defective or otherwise) for our State and Local Government or Education customers as defined in the following section.

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP/Compaq branded product direct from Hewlett-Packard Company ("HP") or a customer purchase under one of HP's State and Local Government or Education direct contract. A direct contract is defined as a contract by and between HP and a State, Local or Education end user. This return policy does not apply to resellers purchasing directly from HP Direct under a contract held by and between the reseller and the end user. This return policy does not apply to loaners, early marketing units or employee purchases administered as internal HP orders.

Products Not Eligible:

Factory Express Services: Products that require a custom image load, asset tagging and/or special packaging are not eligible unless the products are damaged, customer received an overage or HP incorrectly configured, ordered or shipped product (HP error).

Refurbished products: HP/Compaq branded product

Consumable products: (i.e. printer cartridges, paper, open box software, etc.) cannot be returned to Hewlett-Packard

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization ("RGA").

Product not purchased from HP directly: Which means product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract

Return of Products—Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may call the Customer Service Center at 1.800.727.2472 to report product that was defective on arrival and obtain warranty service for HP Product, or obtain contact information for warranty services provided by other manufacturers.

Return of Products—Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill Of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition but product is missing or damaged) is an exception and should be reported as soon as practicable after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for product returned within 30 days. It's at HP's sole discretion to accept return products after 30 days. If a product return is accepted after 30-days, a restocking fee may apply.

Procedures for Returns

The State or Local Government Customer should contact the assigned Customer Service Representative by calling HP's toll free number, 1.800.727.2472, to coordinate returns or replacements within 30 days from receipt of product. At that time the customer will be issued a Return Good Authorization (RGA) number that shall remain valid for a period of fifteen (15) calendar days from the date of issuance. All materials must be received within the RGA validation period.

The HP Customer Service Representative will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all the information regarding the return, including the Return Good Authorization Number ("RGA") and carrier name and date of pickup. The Customer Service Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.

Hewlett-Packard reserves the right to refuse any return that does not meet the requirements stated below:

Package - Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.

If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RGA numbers that have been open for greater than fifteen (15) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns
421 New Sanford Road Dock Door 47
LaVergne, TN 37086
RGA XXXXXXXX

Repetitive Failure

Additionally, HP has defined processes for products that incur repetitive failure. HP's definition of repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

Refer to section 6.2 for information on performance penalties.

6.7 On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit D.

Response:

The following chart outlines HP onsite service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times. All Care Packs may not be available for all products on this contract.

Table 3. Hardware Support Options

Option	Delivery Specification
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an 8-hour hardware call-to-repair time commitment is provided.

Table 4. Hardware and Software Service Level Options

Option	Delivery specifications
Support Plus 24 (Available for Servers and Storage)	Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates. Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP

Option	Delivery specifications
	provides usage assistance on the features of applications, operating systems, and utilities.
Proactive Select Credits (Available for Servers and Storage)	HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services. **Account Support Manager and Proactive Delivery Plan** Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities: • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users. The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with the Authorized User and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to its changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.
Critical Services (Available for Servers and Storage)	Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of their most demanding mission-critical environments. The service includes the following benefits: • **Assigned customer support team:** Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA Authorized Users monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • **Account support plan:** The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is

Option	Delivery specifications
	reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change. • **Assessments:** HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • **Operating system patch management:** HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • **Firmware and software updates:** HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • **Proactive Select Credits:** Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • **Priority recovery:** To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • **Remote-support technology:** Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • **Hardware call-to-repair commitment:** HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
Collaborative Support (Available for Servers and Storage)	HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.
Foundation Care (Available for Servers and Storage)	With this support option, VITA Authorized Users get economical reactive services and scalable support offers. They can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, they can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and

Option	Delivery specifications
	resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required. If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.
Proactive Care Services (Available for Servers and Storage)	HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructures. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks. In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. Authorized Users can choose from a range of hardware reactive support levels to meet their business and operational needs. Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that their environments are current and compatible. Authorized Users will receive a regular Proactive Scan of covered products which can help uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems. If Authorized Users require further personalization or technical assistance, they can augment their Proactive Care Service by purchasing the following additional service options: • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
Datacenter Care (Available for Servers and	HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit specific requirements, from the support of a

Option	Delivery specifications
Storage)	discrete IT solution to the support of an entire data center containing thousands of devices. VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require "next business day" support. Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of your own IT staff and complement reactive support options. HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals. A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.

6.8 System Software Warranty

a. New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft.

See **Attachment 14, HP Care Pack Offerings** for details on software support for the following HP Care Packs:

- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Critical Services
- HP Datacenter Care

New releases and documentation can be downloaded from the HP Support Center website.

Website: http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150

Note: VITA must purchase a HP Care Pack (Support Plus 24, Collaborative Support, Foundation Care, Proactive Care, Proactive Select, Datacenter Care or Critical Services) to receive support and updates from HP servers and HP Storage products.

b. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft. With the purchase of HP Care Packs identified in 6.8 (a), HP will provide software support via telephone or online.

Please refer to each HP Care Pack reference document for details on included software support for each service.

c. Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft. With the purchase of HP Care Packs identified in 6.8 (a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

Performance penalties

Refer to section 6.2 for information on performance penalties.

d. Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. For system software, HP requests that VITA work directly with Microsoft.

With the purchase of HP Care Packs identified in 6.8 (a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.

6.10 Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

Response:

HP does not provide operating software support for HP Personal Systems. Further, VITA must purchase the Care Packs identified in 6.8(a) to receive system operating support for HP Servers and HP Storage.

Repetitive Failure

HP has outlined provisions for items that incur repetitive failure. HP's definition of repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

See section 6.6 for HP's State and Local Government and Education Return Policy. Refer to section 6.2 for information on performance penalties.

7.C. Services

Maintenance Services shall be as follows:

7.1 Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

Response:

HP provides varying warranty, depending on the HP product.

HP Desktops

HP's limited warranty service includes one (1) or three (3) years parts, labor and on-site service with Next Business Day (NBD) response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays. With this level of support, an HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 4:00 pm will be logged the next business day and serviced on the following business day.

For HP Desktop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

Laptops and Tablets

HP's limited warranty service includes one (1) or three (3) years parts and labor with pick up or carry in service. One (1) year limited warranty on primary battery.

With this service, HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to VITA Authorized Users. Turn-around-time does not include the time required to return ship the repaired product to Authorized Users.

VITA Authorized Users may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Authorized User's location. All other calls will be scheduled for next-business-day pickup.

For HP Laptop Warranty Terms and Conditions see **Attachment 11, HP Limited Warranty – Personal Systems**.

HP Monitors

HP's standard warranty service for monitors includes one (1) or three (3) years Next Business Day onsite warranty or one or three (3) yeas Advanced Exchange. With onsite warranty, when attached to an HP Desktop under warranty, HP will arrive onsite at VITA's

site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.

With Advanced Exchange service, HP ships a replacement monitor, for Next Business Day delivery, to VITA. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the monitor. Defective monitors should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Should VITA purchase the HP monitors and connect them to non-HP desktops or a legacy HP Desktop that is no longer covered under Next Business Day Onsite Service, HP will service the monitor via Advanced Exchange.

HP Servers and HP Storage

HP Servers and Storage may come with any of the following one (1) or three (3) year warranties:

- Parts Only Warranty Service—Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.
- Advanced Unit Replacement Warranty Service—Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.
- Onsite warranty service—Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:
  - Remotely
  - By the use of a Customer Self Repair part
  - By a service call at the location of the defective unit

For more information on HP Server Warranty Terms and Conditions, including an HP product chart, see **Attachment 12, HP Limited Warranty – Servers**.

For more information on HP Storage Warranty Terms and Conditions, including an HP product chart, see **Attachment 13, HP Limited Warranty – Storage**.

HP Peripherals

HP Peripherals typically ship with a one (1) year parts only warranty. With this service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

HP Customer Self-Repair

Some parts in all product lines may be remedied via HP Customer Self-Repair. The HP Customer Self Repair (CSR) program provides the fastest hardware support service under warranty. This program ships genuine HP replacement parts, typically delivered the next business day, directly to VITA so replacement can be done at your convenience.

CSR Process

VITA obtains a CSR part by logging a technical support case for warranty repair as normal, online or via phone. After the case is logged, initial diagnosis and troubleshooting are performed to determine that a part replacement is necessary and available through CSR. Most CSR parts ship via next-business day delivery. Same-day or four-hour delivery via courier may be available at an additional charge.

The instruction materials shipped with a replacement part outline whether the defective part must be returned to HP. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the part. Defective parts should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

If assistance is required during the installation of the replacement CSR part, technicians are available via phone by calling the HP Technical Support Center. For more information on the CSR process, see http://h18029.www1.hp.com/support/selfrepair/.

CSR Parts Categories

CSR parts are divided into two categories: mandatory and optional.

- Optional—Parts designated as CSR optional can either be replaced by a VITA representative or repaired by an HP service technician. There is no additional charge for HP to repair an optional CSR part, per the type of warranty service designated for your product.
- Mandatory—Parts provided under warranty in this category include but are not limited to items like mice, keyboard, and DVD drives. Your HP limited hardware warranty terms require that you install CSR parts designated as mandatory, without on-site assistance from HP, unless you request that HP send a technician to your site at the current HP hourly rate. (Travel charges may apply in remote areas.)

Note: The purchase of any HP Care Pack uplift makes all CSR parts optional, and on-site assistance is provided on request at no additional charge for covered equipment.

7.2 Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP provides a wealth of preventative maintenance options including the HP Support Center, assistance with engineering improvements and firmware updates.

HP Support Center

HP Support Center provides one-stop, personalized access to the knowledge and tools needed to manage traditional and cloud-based IT environments effectively. It delivers

support and tools that are aligned to VITA's products. HP Insight Online is a new addition to the HP Support Center portal for one stop, secure access to product and HP support information specific to your IT environment. The HP Support Center is available at no additional cost as part of your warranty, HP Care Pack Services, or contractual support agreement with HP. The community of support professionals offers deep expertise, while the support and tools are configured to complement the products VITA uses.

Through HP Support Center, VITA can:

- Reduce risks by proactively managing and preventing problems from occurring, tapping into expert knowledge, reviewing product guides, following guided troubleshooting, and collaborating with peers
- Improve productivity with one-stop access to device information in your IT Environment, anywhere and at any time
- Save time by solving problems faster through a personalized support experience

Website: http://h20565.www2.hp.com/portal/site/hpsc?ac.admitted=1382534660866.876444892.492883150

As a provision of onsite services, VITA also has access to the following preventative maintenance.

Fix-on-Failure

At the time of onsite technical support delivery, HP may:

- Install available engineering improvements to help VITA ensure proper operation of the hardware products and maintain compatibility with HP-supplied hardware replacement parts.
- Install available firmware updates defined by HP as non-customer-installable that, in the opinion of HP, are required to return the covered product to operating condition or to maintain supportability by HP and for which VITA has the required license to use, if applicable.

Fix-on-Request

In addition, at VITA's request, HP will install during coverage hours critical firmware updates defined by HP as non-customer-installable and for which VITA has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HP product division for immediate installation.

Notwithstanding anything to the contrary to HP's current standard sales terms, HP will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

Performance penalties

HP does not utilize a system focused on guarantees and penalties, and has not proposed such items to be included in the contract. HP has a strong record of customer satisfaction based on continuing communication and adjustment (where necessary), and does not feel that any significant problems will arise in regard to meeting agreed-upon service commitments. Service-related issues can be communicated immediately through the designated HP point of contact for prompt resolution. Established channels of escalation ensure visibility at any required level within HP, and all corporate resources are available for expeditious resolution of any problem that might require such attention.

HP has proposed SLA's for HP Direct Services for Non-Server products in Appendix A in the Contracts volume of this response.

7.3 Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

The following outlines logging a technical support request, the HP Self-Maintainer Program, repair options for non-warranted items, HP Care Packs and performance penalties.

HP Technical Support Request

HP provides unlimited telephonic technical support, available 24 hours a day, 7 days a week for most in-warranty hardware products. To obtain technical support, VITA can call 800-334-5144 or log a support request online via the following methods:

- Chat: Chat with an online support technician. Not available for all products
- E-mail: Support by e-mail
- Submit support case: For customers with a valid warranty or HP Care Packs

HP Self-Maintainer Program

The HP Self-Maintainer Program is available for the following products:

- HP desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
- HP retail point-of-sale PCs and peripheral devices
- HP workstation PCs (not including workstation blades)
- HP notebook PCs
- HP tablet PCs
- HP mobile thin clients
- HP LaserJet shared printers
- HP Designjet large-format printers

HP no longer provides the HP Self-Maintainer Program to HP Server and HP Storage customers.

HP Non-Warranted Items

VITA Authorized Users may purchase HP Care Packs for items that are no longer covered under warranty or may purchase extended or upgraded HP Care Packs at the time of product purchase. VITA may also purchase support on a per instance basis, paying the standard time and material rates when service is required. Further, after warranty has expired, VITA may also service items itself by purchasing parts through the HP Parts Store. For cost effectiveness, HP recommends purchasing an HP Care Pack at the time of product purchase or prior to warranty completion, as return to support fees may apply to return to support after warranty expiration.

HP Care Pack Service Options

The following outlines a sampling of available HP Care Packs. These HP Care Packs may not be available for all products. HP provides hardware only, and hardware and software

service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times.

Table 5. Hardware Support Options

Option	Delivery Specification
Pick up and return (9x5) (Standard Warranty for Notebooks)	HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the Customer. Turn-around-time does not include the time required to return ship the repaired product to the Customer. The Customer may call the HP Customer Solution Center 24x7 to log a support request. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the Customer location. All other calls will be scheduled for next-business-day pickup.
Advanced Replacement (Available for Notebooks, Servers and Storage)	HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
Accidental damage protection (9x5) (Available for Notebooks)	Accidental Damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken LCD (for notebooks), or broken parts. ADP for the ElitePad 900 is limited to one claim per product per 12-month period commencing from the HP Care Pack service start date. Once the specified limit is reached, the cost of repair for any additional claims will be charged on a time-and-materials basis, but all other aspects of the HP Care Pack service purchased will remain in effect unless specifically documented otherwise.
4-hour response, 24x7 (Available for	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4

Option	Delivery Specification
Desktops, Servers and Storage)	hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.
Defective media retention	For eligible products, this service option feature provides that the Customer retain defective hard disk drive components, covered under this service, which the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk Drive"). This service allows customers to keep their malfunctioning hard drives, while receiving a replacement hard drive under warranty. This gives customers control over sensitive and confidential data contained on their notebook, desktop and workstation hard drives, and allows the customer to determine the best method of disposal for failed hard drives. With the defective media retention service option, it is the Customer's responsibility to: • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any Customer sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations
Additional Hard Drive Services (HP Storage)	HP Data Sanitization Service provides the skilled resources and tools to help your organization address this important but often overlooked security risk. Using specialized software techniques, an HP service specialist or authorized service partner will help ensure that data cannot be reconstructed or retrieved from hard disk media in your storage devices. **Service Benefits** • Helps prevent your important information on retired hard disk media from being retrieved by unauthorized parties

Option	Delivery Specification
	• Provides an alternative to physical hardware destruction by providing procedures for removing data from disk media • Provides data removal verification and acceptance testing • Helps you comply with the data privacy requirement that media containing sensitive data be overwritten or sanitized prior to recycling, reusing, or disposing of the data storage media • Provides service delivered by an HP service specialist or authorized service partner • Provides onsite or offsite data destruction through the use of an appliance and software • Provides a documented report containing the disk drive model and serial number, level of sanitization performed, and pass/fail status of the disk • Provides support for major OEM brands of IT equipment **Service Feature Highlights** • Sanitization Confirmation of Acceptance • Confirmation of Sanitization • Data removal verification and acceptance testing • Customer orientation session • Project management
HP Installation Services	HP Installation Service provides for the basic installation of HP branded servers, workstations, desktop systems, notebook PCs, thin clients, storage devices, printers, networking, and software products, as well as HP-supported products from other vendors. The Installation Service is part of a suite of HP deployment services that are designed to give you the peace of mind that comes from knowing your HP and HP-supported products have been installed by an HP specialist in accordance with the manufacturer's product documentation. **Service Benefits** • Installation by an HP technical specialist • Verification prior to installation that all service prerequisites are met • Delivery of the service at a mutually scheduled time convenient to your organization • Allows your IT resources to stay focused on their core tasks and priorities **Service Features Highlights** • Service planning • Service deployment • Installation verification tests (IVT)

Table 6. Hardware and Software Service Options

Option	Delivery specifications
Support Plus 24	Support Plus 24 provides a 24x7 4-hour response time for hardware and

Option	Delivery specifications
(Available for Servers and Storage)	24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates. Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.
Proactive Select Credits (Available for Servers and Storage)	HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services. **Account Support Manager and Proactive Delivery Plan** Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities: • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users. The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to their changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.
Critical Services (Available for Servers and Storage)	Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of your most demanding mission-critical environments. The service includes the following benefits: • **Assigned customer support team:** Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA

Option	Delivery specifications
	monitors calls from VITA Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • **Account support plan:** The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet support requirements and will be continually adjusted as needs change. • **Assessments:** HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • **Operating system patch management:** HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • **Firmware and software updates:** HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • **Proactive Select Credits:** Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • **Priority recovery:** To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • **Remote-support technology:** Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • **Hardware call-to-repair commitment:** HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.
Collaborative Support (Available for Servers and Storage)	HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can directly call HP to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it

Option	Delivery specifications
	takes to identify and resolve problems in your environment.
Foundation Care (Available for Servers and Storage)	With this support option, VITA Authorized Users get economical reactive services and scalable support offers. Authorized Users can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, you can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required. If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you will not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.
Proactive Care Services (Available for Servers and Storage)	HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructures. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks. In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs. Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that your environment is current and compatible. You will receive a regular Proactive Scan of covered products, which can help you to uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems. If you require further personalization or technical assistance, you can augment your Proactive Care Service by purchasing the following additional service options: • Personalized support

Option	Delivery specifications
	• Availability and performance improvement • Insight Software optimization • Technical skills on demand
Datacenter Care (Available for Servers and Storage)	HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other business objectives. HP Datacenter Care Service can be customized to fit your specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices. VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require "next business day" support. Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT have been designed to augment the skills of Authorized Users' own IT staff and complement reactive support options. HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals. A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.

See **Attachment 14, HP Care Pack Offerings** for information on each service offering:

- HP Hardware Support Offsite Return
- HP Next Business Day Onsite
- HP Next Business Day Exchange
- HP Disk Sanitization
- HP Support Plus 24
- HP Collaborative Support
- HP Foundation Care
- HP Proactive Care
- HP Proactive Select
- HP Proactive Select Menu
- HP Critical Services
- HP Datacenter Care

Performance Penalties

Please refer to section 7.2 for information on performance penalties.

7.4 Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP utilizes new and reconditioned parts to remedy hardware issues. The use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

All HP parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer.

Defective parts designated as Customer Self Repair should be returned to HP within five days. Failure to do so may result in HP billing VITA for the replacement.

Please refer to section 7.2 for information on performance penalties.

7.5 Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

HP's service logistics is chartered with providing spare parts to the numerous local servicing offices that deliver maintenance support to our customers.

Balancing service requirements with the costs of maintaining extensive local service parts inventories requires stringent controls, an extensive operating infrastructure, and integrated information systems. HP also has numerous prequalified external parts suppliers who can deliver just-in-time inventory to VITA's locations.

As a matter of practice, HP service engineers arrive on site with the necessary tools and spare parts to perform repairs. In the event a Customer Service Engineer (CSE) is without the required part, the CSE will immediately request the necessary part from the service office nearest to the site. HP currently has stocking locations in the following Virginia cities. Note, not all spare parts for the VITA contract may be stocked at each location.

- Charlottesville
- Herndon
- Richmond
- Roanoke
- Virginia Beach

Establishing Spare Levels

Upon implementation of maintenance services for a VITA site, HP's material planners will work with the VITA site representatives to obtain detailed information regarding system configurations, system up-time requirements, and contract coverage conditions. They will also work to obtain lead times for supply and repair of spares, as well as end-of-life (EOL) analysis for contracted equipment. Material planners will use this information in determining the local spare parts inventories required. HP will leverage our relationships with OEMs to maintain the available inventory to support VITA.

Stock Replenishment

Once local inventories have been established to support your requirements, HP's stocking control system tracks spare-parts inventory and provides for ongoing replenishment when a spare is "consumed" or used in the repair of a customer unit. Once spare parts consumption is reported by the engineer, the following occurs:

- The appropriate logisticians note the usage
- HP's system automatically debits the "consumed" part from the appropriate inventory and places an order to the Central Distribution Center for replenishment
- The defective unit is returned for repair and made available for future use in support of VITA requirements

This process supports products that are both in and out of warranty.

As VITA adds equipment to the maintenance contract, configuration information will be provided to HP logisticians. The logisticians will adjust the local stocking levels to maintain the required level of spares. Logistics managers will work with VITA's acquisition team to track product acquisition. Working together, HP and VITA can maintain proactive plans and processes that make sure sufficient inventory is available in support of VITA's business-critical systems population.

Urgent Spare Parts Re-sourcing

In the event of an urgent parts need at your site, HP has a proven, "urgent order" process to expedite the delivery of parts. Urgent orders immediately become the top priority for HP logisticians throughout the corporation. Logisticians research stocking levels in their area, other regional offices, and central stocking, in order to deliver the needed part to the CSE as soon as possible. For urgent orders, HP will directly access our OEM business partners' spare-parts inventories. The urgent order process will also trigger immediate management involvement at both the servicing office and the VITA site. This helps make sure that all efforts to expedite the part are coordinated. Status information regarding the order is communicated to management at the local servicing office, who in turn updates your site representative and program manager.

Replaced Material

Parts that have been replaced shall become the property of HP. We understand that some customers may request some other arrangement for reimbursing HP and retaining the replaced parts. Parts swapping between operable and inoperable systems or components shall not be used by HP as a primary procedure for fault isolation. In the event that a system is inoperable, deemed critical by your site coordinator, and the required spare parts are not in the local inventory, we shall obtain the required repair parts from the most readily available source, at no additional cost to your site.

As your needs change, HP can provide the flexibility necessary to deliver high-quality services with minimal interruption. HP recognizes that these support strategies can only be successful when both VITA and HP work together to achieve an overall philosophy of service satisfaction. As the service provider, HP will consistently look for cost reductions through service improvements and asset management, fulfilling customer requirements for high-quality, cost-effective services.

Please refer to section 7.2 for information on performance penalties.

7.6 Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

Response:

For technical incidents, VITA can contact the HP Customer Solution Center (CSC) via telephone or online. The HP technical specialist will troubleshoot with VITA utilizing the diagnose before dispatch methodology. In the instance that an issue cannot be resolved remotely, HP dispatches a part or field service technician if included in your warranty or purchased HP Care Pack.

State and Local Government and Education Customer Return Policy

HP has special provisions for equipment (defective or otherwise) for our State and Local Government or Education customers as defined in the following section.

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP/Compaq branded product direct from Hewlett-Packard Company ("HP") or a customer purchase under one of HP's State and Local Government or Education direct contract. A direct contract is defined as a contract by and between HP and a State, Local or Education end user. This return policy does not apply to resellers purchasing directly from HP Direct under a contract held by and between the reseller and the end user. This return policy does not apply to loaners, early marketing units or employee purchases administered as internal HP orders.

Products Not Eligible:

Factory Express Services: Products that require a custom image load, asset tagging and/or special packaging are not eligible unless the products are damaged, customer received an overage or HP incorrectly configured, ordered or shipped product (HP error).

Refurbished products: HP/Compaq branded product

Consumable products: (i.e. printer cartridges, paper, open box software, etc.) cannot be returned to Hewlett-Packard

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization ("RGA").

Product not purchased from HP directly: Which means product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract

Return of Products—Defective Product

For product that is defective on arrival, it is recommended that customers call Technical Support to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may call the Customer Service Center at 1.800.727.2472 to report product that was defective on arrival and obtain warranty service for HP Product, or obtain contact information for warranty services provided by other manufacturers.

Return of Products—Carrier Related Loss or Damaged Shipments

Customers should note damages or shortages on the Bill Of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition but product is missing or damaged) is an exception and should be reported as soon as practicable after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customers. To show our commitment, HP is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for product returned within 30 days. It's at HP's sole discretion to accept return products after 30-days. If a product return is accepted after 30-days, a restocking fee may apply.

Procedures for Returns

The State or Local Government Customer should contact the assigned Customer Service Representative by calling HP's toll free number, 1.800.727.2472 to coordinate returns or replacements within 30 days from receipt of product. At that time the customer will be issued a Return Good Authorization (RGA) number that shall remain valid for a period of fifteen (15) calendar days from the date of issuance. All materials must be received within the RGA validation period.

The HP Customer Service Representative will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all the information regarding the return, including the Return Good Authorization Number ("RGA") and carrier name and date of pickup. The Customer Service Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.

Hewlett-Packard reserves the right to refuse any return that does not meet the requirements stated below:

Package - Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.

If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RGA numbers that have been open for greater than fifteen (15) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns
421 New Sanford Road Dock Door 47
LaVergne, TN 37086
RGA XXXXXXXX

Repetitive Failure

Additionally, HP has defined processes for products that incur repetitive failure. HP's definition for repetitive failure is three functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, the HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

Refer to section 7.2 for information on performance penalties.

7.7 Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

Response:

HP offers this service as standard warranty and as an HP Care Pack Service for some HP products. With this service, HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. Customer must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental United States can be serviced the next day.

7.8 On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

Response:

The following outlines HP onsite service options. HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for defined service levels including response and restore times. All Care Packs may not be available for all products on this contract.

Table 7. Hardware Support Options

Option	Delivery Specification
Next-day response, standard business hours (9x5) (Standard Warranty for Desktops, Available for Notebooks)	An HP authorized representative will arrive at the customer's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, 24x7 (Available for Desktops, Servers and Storage)	An HP authorized representative will arrive at the customer's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
24-hour "Call to Repair" (Available for Servers and Storage)	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 24 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 100 miles of a primary HP Support Office.
6-hour "Call to Repair"	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a

Option	Delivery Specification
(Available for Servers and Storage)	team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office, an eight-hour hardware call-to-repair time commitment is provided.

Table 8. Hardware and Software Service Level Options

Option	Delivery specifications
Support Plus 24 (Available for Servers and Storage)	Support Plus 24 provides a 24x7 4-hour response time for hardware and 24x7 Software Support availability based on response time goals by severity levels. Software support also includes license to use new versions of software and distribution of software updates. Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.
Proactive Select Credits (Available for Servers and Storage)	HP Proactive Select provides a flexible way to purchase proactive services and priority incident support. VITA Authorized Users can simply purchase a Proactive Select service package that includes credits, and then choose the necessary services from a menu of options. Each service option requires a set number of credits for redemption. Proactive Select Credits can be purchased in 10, 30, 60 or 180 service credits per year. These credits can be redeemed for the service activities of your choice. Additional proactive service credits—in increments of 10 credits—may also be purchased to supplement the main HP Proactive Select services. **Account Support Manager and Proactive Delivery Plan** Each Proactive Select package provides an assigned Account Support Manager (ASM). The ASM is responsible for and assists with the following activities: • Service activity selection, planning, and initiation • Service delivery and resource engagement for delivery • Delivery review HP Proactive Select services start with a proactive delivery plan developed by the ASM that will identify your IT goals and critical success factors. The ASM will recommend a selection of service activities that align with the objectives in the proactive delivery plan. The final decision on how credits are used is made by VITA Authorized Users. The ASM will then organize the delivery of the specified service activities by delivering these service activities directly or by bringing in specialist resources. The ASM will periodically review the plan with VITA Authorized Users and update it annually (for multiyear contracts) to help ensure that the plan and chosen service activities remain relevant to their changing needs. VITA Authorized Users have the flexibility of choosing from a variety of service activities, including assessments, performance analyses, firmware management, infrastructure solution support, and

Option	Delivery specifications
	technical forums. These service activities cover a broad spectrum of IT technology domains, including servers, blades, operating systems, storage, SANs, networks, third party software, virtualization, power and cooling, management software, security, and ITSM.
Critical Services (Available for Servers and Storage)	Through the right combination of people, processes, and technology, HP Critical Service enables VITA Authorized Users to meet the service-level commitments and availability objectives of their most demanding mission-critical environments. The service includes the following benefits: • **Assigned customer support team:** Your HP account support manager works with you to identify your specific support needs, develop a plan to address them, and coordinate delivery of relevant services. A mission-critical response center advocate assigned to VITA monitors calls from Authorized Users to the HP response center, identifies trends and potential problems, and enables calls to be handled in a timely manner. Finally, a specialist trained in mission-critical hardware works with the account support manager to provide integrated support across the environment. • **Account support plan:** The account support plan documents your environment and specifies how HP can work with VITA Authorized Users to help them meet their service-level objectives. This plan is reviewed periodically to verify that it continues to meet their support requirements and will be continually adjusted as needs change. • **Assessments:** HP evaluates your IT infrastructure and processes annually to identify areas that create downtime risk exposure and makes specific recommendations for improvements to mitigate these risks. • **Operating system patch management:** HP monitors all patches as they are released and discusses recommended patches with you, to provide assistance with the change-management processes. • **Firmware and software updates:** HP monitors all updates to your server, storage, storage area network, and network firmware and software; recommends which updates to pursue; and provides basic phone support for the installation of these updates. • **Proactive Select Credits:** Credits for specialized technical assistance so customers can focus on key areas including capacity, performance, change management, security, and infrastructure management. • **Priority recovery:** To reduce recovery time in the event of a critical incident, VITA Authorized Users have direct access to a recovery specialist through a dedicated mission-critical phone number. This individual troubleshoots and resolves problems remotely and, if necessary, quickly escalates them to the highest-level resource required or dispatches a hardware specialist to resolve the issue in person. • **Remote-support technology:** Monitor your environment to predict potential problems and initiate fast resolution before problems occur. Secure access to experts within the HP monitoring center is available and can speed problem diagnosis and provide collaboration with your IT staff to implement solutions. • **Hardware call-to-repair commitment:** HP provides a 6-hour call-to-repair commitment for critical hardware problems, which returns the covered hardware to operating condition within six hours of your initial call to HP.

Option	Delivery specifications
Collaborative Support (Available for Servers and Storage)	HP Collaborative Support offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf. This service option can enhance your support experience and help boost productivity by reducing the time it takes to identify and resolve problems in your environment.
Foundation Care (Available for Servers and Storage)	With this support option, VITA Authorized Users get economical reactive services and scalable support offers. They can choose hardware and software support separately, with service levels ranging from next-business day to 24x7 coverage. Alternatively, they can choose combined hardware and software support with HP Support Plus or HP Support Plus 24, which are integrated hardware and software support options. These options speed up complex interoperability problem diagnosis and resolution, reducing the amount of time a server is out of action. We resolve a majority of independent software vendor (ISV) support issues directly, leveraging strong relationships with the industry's leading ISVs in the event further support escalation is required. If you prefer to buy your server hardware from HP or an HP partner, buy software licenses from other sources, and have a single point of contact for help with integrated problem diagnosis, HP Collaborative Support is what you need. This support solution offers a single point of contact for server problem diagnosis, hardware problem resolution, basic software diagnosis, problem isolation, and advice on known software fixes where the required information is available to HP. With the Collaborative Support solution, you do not have to bounce between multiple vendors or wade through multiple support levels to identify whether you have a hardware or a software problem. You can call HP directly to determine the problem. If the reported incident is related to a supported third-party product and cannot be resolved by applying a known fix, HP will contact the third-party vendor and create a problem incident on your behalf.
Proactive Care Services (Available for Servers and Storage)	HP Proactive Care Service (Proactive Care) offers an integrated set of proactive and reactive services designed to help VITA Authorized Users improve the availability and performance of their converged infrastructure. In a complex environment, many components need to work together effectively. Proactive Care has been specifically designed to support these complex environments, providing an end-to-end environment support solution that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks. In the event of a service incident, Proactive Care provides access to technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. The service includes onsite hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and

Option	Delivery specifications
	operational needs. Proactive Care helps VITA Authorized Users avoid issues by providing such services as firmware release and software patching analysis and recommendations, so that their environments are current and compatible. They will receive a regular Proactive Scan of covered products, which can help uncover configuration, availability, and security problems more proactively. Proactive Care also provides regular incident reporting to help avoid repeat problems. If you require further personalization or technical assistance, you can augment your Proactive Care Service by purchasing the following additional service options: • Personalized support • Availability and performance improvement • Insight Software optimization • Technical skills on demand
Datacenter Care (Available for Servers and Storage)	HP Datacenter Care Service is HP's most flexible support service designed to help VITA Authorized Users consistently meet their service-level targets and other objectives. HP Datacenter Care Service can be customized to fit specific requirements, from the support of a discrete IT solution to the support of an entire data center containing thousands of devices. VITA Authorized Users can use HP Datacenter Care Service to complement their own skills and capabilities by mixing and matching any of HP's support offerings with different elements of their IT solutions or data centers based on the role and importance of the devices in question. IT environments are becoming increasingly diverse, combining low-cost virtualized and bladed technology deployed alongside more traditional high-end devices—each of which can have very different reactive support needs. Application and database servers may require rapid on-site response and 4-hour repair commitments, while the inherent high-availability features provided by a large number of Web servers may only require "next business day" support. Regardless of the level of routine reactive support VITA Authorized Users choose for specific devices in their IT infrastructures, the end-to-end IT services they support can be crucial to their overall business; when the unexpected happens, VITA Authorized Users may still need rapid escalation and incident resolution. In the event of a service incident, HP Datacenter Care Service provides access to HP technical solution specialists who can help VITA Authorized Users rapidly resolve critical issues. HP employs accelerated escalation procedures to resolve complex incidents. In addition, your support team of HP specialists is equipped with remote technologies and tools designed to reduce downtime and increase productivity. A set of optional proactive services, ranging from technology-specific activities such as firmware and OS patch analysis/recommendations and change management support, to a systematic approach to continual improvement based on IT Service Management (ITSM) HP best practices including IT Infrastructure Library (ITIL), ISO/IEC 20000, and COBIT has been designed to augment the skills of Authorized Users' own IT staff and complement reactive support options. HP Datacenter Care Service includes an assigned account team led by a trained HP Account Support Manager (ASM). The team's goal is to form a close working relationship with designated members of VITA Authorized

Option	Delivery specifications
	Users' IT staff and gain a clear understanding of their business objectives, key service-level agreements (SLAs), and the key performance indicators (KPIs) they need to meet. Delivery of the various support options VITA Authorized Users have chosen will be overseen by the ASM and directed at meeting their goals. A mutually agreed and executed Statement of Work will detail the precise combination of reactive and proactive support, the devices to be covered, geographic coverage, and any other aspects of support. As part of the startup phase of HP Datacenter Care Service, your ASM will confirm these support commitments in an account support plan for your formal agreement.

7.9 System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a. New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.

b. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), HP will provide software support via telephone or online.

Please refer to each HP Care Pack reference document for the specifics on included software support for each service.

c. Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

Performance penalties

Refer to section 7.2 to view information on performance penalties.

d. Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

Response:

For HP Personal Systems, HP does not currently provide support for Microsoft operating systems. HP requests that VITA work directly with Microsoft for system software.

With the purchase of HP Care Packs identified in 6.8(a), for HP Server and HP Storage Products, HP will provide system software support via telephone or online. Reference each HP Care Pack document for the response time goals. HP standard warranties and HP Care Packs are delivered on a commercially reasonable best effort basis and do not include provisions for response and restore times.

VITA may receive updates and patches to all HP-branded software for as long as VITA has a HP Care Pack for the license.

Note: HP makes no claims regarding what a 3rd party software provider may or may not do in reference to splintering software or additional fees. HP reserves the right to change or discontinue HP software functionality at any time without any penalty or issuance of new software to any customer.

7.11 Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

Response:

HP does not provide operating software support for HP Personal Systems. Further, VITA must purchase the Care Packs identified in 6.8(a) to receive system operating support for HP Servers and HP Storage.

Repetitive Failure

HP has outlined provisions for items that incur repetitive failure. HP's definition of repetitive failure is three (3) functional hardware failures in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, the HP will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) a refund of your purchase price or lease payments (less interest) instead of a replacement.

See section 7.6 for HP's State and Local Government and Education Return Policy. Refer to section 7.2 for information on performance penalties.

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: SBWt

Printed Name: Sheila Wright

Organization: Hewlett-Packard Company

Date: 11/6/13

EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)

ISSUED UNDER

CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia (and [Supplier.

In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)*

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer
(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.*

D. Support and Maintenance Requirements
(*Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.*

E. Personnel Requirements
(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)*

F. Transition Phase-In/Phase-Out Requirements
(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)*

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(*Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.*)

9. PROJECT DELIVERABLES

(*Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)*

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard	Distribution Recipients	Review Complete	Final Due Date

			copy/CD/DVD		Due Date	
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(*This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)*

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	$30,000	$15,000	$15,000
	Project Plan	Execution+45 days			
	Implementation	Execution + 45			

	Plan	days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	$10,000	$3,000	$7,000
Installation of software	---	Execution + 90 days	$10,000	$1,000	$9,000
Installation of hardware	---	Execution + 90 days	$10,000	$1,000	$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	$10,000	$1,000	$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	$20,000	$2,000	$18,000
Implementation complete	Solution	Execution + 160 days	$10,000	--	$10,000
Final Acceptance		Execution + 210 days	--	--	$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(*If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)*

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1,1,1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(*This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)*

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	

Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User's security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment
Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy
(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.
3. **Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan
(*Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)*

18. DISASTER RECOVERY
Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND
(*If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)*

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(*The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)*

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(*Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.*

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567

23. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:	**Authorized User:**
_____	_____
(Name of Supplier)	(Name of Agency/Institution)
By: _____	By: _____
(Signature)	(Signature)

Name: _____
(Print)
Title: _____
Date: _____

Name: _____
(Print)
Title: _____
Date: _____

EXHIBIT H

AWARDED MANUFACTURERS/CATEGORIES

- HP
  - PC/All-In-One
  - Laptop
  - Chrome
  - Thin Client
  - Windows Tablet
  - Server

- Samsung
  - Android Tablet

- Getac
  - Rugged Laptop

- Peripherals