



**Hewlett Packard
Enterprise**

Response to WSIPC for Computer Hardware and Equipment from Hewlett Packard Enterprise Company

HPE is committed to the success of WSIPC and is confident our solutions are valuable to cooperative members. We believe our proposed solutions will provide added benefits and savings toward the achievement of WSIPC members' technology needs and goals. We look forward to a continued mutually beneficial relationship.

August 31, 2020
RFP No. 20-01



August 31, 2020

WSIPC
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, WA 98204-1472

Attention: **RFP No. 20-01**

Dear Cynthia:

In response to your RFP, the undersigned offers to furnish all of the Goods and Services described in the Technical Specifications in accordance with the Contract Documents and any Addenda thereto and for the prices and in accordance with the delivery schedule set forth in the attached Schedule of Prices.

By submitting a Proposal, the undersigned certifies and agrees that:

1. This Proposal constitutes a firm offer, which cannot be withdrawn for ninety days after the official opening of the Proposals;
2. The undersigned has examined to its satisfaction, and is fully familiar with and understands all provisions of the Contract Documents and any Addenda thereto including, without limitation, Addenda Nos. [not applicable] , and ;
3. All of the words and figures shown in the attached response are accurate;
4. All statements in this Proposal are true and accurate;
5. By careful examination of the Contract and Proposal documents, all Addenda thereto and all other pertinent conditions and matters, the undersigned has satisfied itself as to the nature, location, character, quality and quantity of the Goods and Services required by the Contract Documents and the conditions and other matters that may affect performance;
6. If awarded the Contract, the undersigned will duly execute and deliver to WSIPC the Contract, together with all documents required by the Proposal documents, within ten (10) days after it is presented to the undersigned by WSIPC.
7. WSIPC has no obligation to accept any Proposal submitted in response to the RFP and may reject any or all such Proposals (including, without limitation, the undersigned's Proposal) or waive any informalities or irregularities in any Proposal or the Proposal process.

NOTE: Signature page follows.

Legal Name of Proposer:	Hewlett Packard Enterprise Company
Business Address:	6280 America Center Drive, San Jose, CA 95002
	(City) (State) (Zip Code)
	Nancy Schwarz (480) 636-0267
	(Phone)
	(City) (State) (Zip Code)

Signature of Corporation

Company/Corporate Legal Name:	Hewlett Packard Enterprise Company
State of Incorporation:	Delaware
By:	
	(Signature)
Name:	Chris Backs
	(Printed)
Title:	Sr. Contract Negotiator
Date Signed:	08.26.2020

Representative Acknowledgement

I, **Chris Backs, Contract**, stated on oath that I am authorized to sign the document presented and I am the authorized signature to bind on behalf of **Hewlett Packard Enterprise** (Type of Authority)

(Name of Party on Behalf of Whom Document is Executed)

Additional Information:

Signature of Individuals, Partnership, or Joint Venture
 [Name of Partnership or Joint Venture, if applicable]

By (all partners or joint ventures):

_____	Date Signed: _____
_____	Date Signed: _____
_____	Date Signed: _____
_____	Date Signed: _____

Notice

If HPE's proposal is submitted in both electronic and hard copy formats and the contents differ, only the hard copy will constitute the valid HPE proposal. If no hard copy is submitted and if the content differs between the PDF version and any other electronic format, only the PDF version will constitute the valid HPE proposal.

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4.0 Proposer and Proposal Qualifications

4.1 Minimum Qualifications

To qualify as responsible, the Proposer must meet the following minimum qualifications.

- a) Proposer must be the provider of or an authorized re-seller for the hardware or services.
- b) Proposer must have ordering and configuration through an internet portal, which can be customized or interfaced to meet the specific WSIPC needs and to include contract pricing.
- c) Proposer must offer configure-to-order as an option for items in their catalog that include customizable components.

After WSIPC verifies that the minimum qualifications have been met, WSIPC will award points based on the level of the Proposer's qualifications.

Response:

HPE meets the minimum qualifications.

4.2 Required Submittals

Submit one hard copy of the Proposal, which is clearly marked "ORIGINAL." The original must contain signatures on any page where a signature is required. WSIPC will use this for Proposal evaluation purposes only.

Also submit an email copy, in zip format, containing an electronic version of all Proposal documents to be sent to RFP2001@wsipc.org.

Response:

HPE has read and acknowledges.

4.2.1 Proposal Qualifications

Proposal documents detailing how the Proposer meets the qualifications outlined in Section 4.1 above must include the following:

- **Brand Name:** Proposer must state the brand name of hardware or services they are offering in the Proposal. Proposers that represent more than one brand are not required to submit a separate Proposal for each brand name. Proposers must include in their Proposal the brand name of hardware or services they represent and will sell under any resulting contract to WSIPC or its customers.

Response:

HPE is the OEM of Hewlett Packard Enterprise and Aruba Networks brand names and proposes these brands of products and services. Our proposal includes a subsection of Third party products, proposed as outlined in 5.3.15 b.

- **Experience:** Proposer must describe their experience in providing hardware or services. This includes their experience providing services to the educational and public sector.



Response:

Hewlett Packard Enterprise is the global edge-to-cloud Platform-as-a-Service company that helps public and private sector organizations accelerate outcomes by unlocking value from all of their data, everywhere. We're built on decades of reimagining the future through innovation. With the industry's most comprehensive portfolio, spanning the cloud to the data center to workplace applications, our technology and services help customers around the world make IT more efficient, more productive, and more secure.

- Agent Re-seller Usage: If Agent Re-sellers are proposed, Proposer must describe what hardware or services they will provide, how they are certified, how they are contractually bound to the Contract terms and conditions, and how their sales will be accurately tracked and reported.

Response:

HPE's go to market strategy includes reseller partnerships with businesses to support the in-state economy and best serve the needs of our customers.

We have a strategic on-boarding process for resellers wishing to be fulfillment subcontractors. First, value added resellers are nominated by an HPE sales representative and provide a business plan describing how they will support and sell to the customers in the approved state. Then, resellers accept flow down terms and conditions of the contract by signing a partner exhibit. Next, the reseller is provided an individual training session. Finally, once all training and documentation is complete, and the State has approved the addition of the reseller, a Letter of Authorization is issued.

Sales and business reviews are conducted annually, and adjustments are made to our reseller list as needed to ensure customer needs are being met.

Sales reporting by resellers is a requirement. Resellers neglecting to report will be removed from the contract. We have a dedicated Indirect Fulfillment Manager to work with our resellers to ensure adherence to compliance and accuracy in reporting.

HPE Authorized Resellers for fulfillment of Orders under this Agreement are allowed to provide Quotes, and accept and invoice Customer Orders. The WSIPC Contract number must be referenced in any Order.

4.2.2 Interpretation or Correction of Proposal Documents

Any substantive interpretation or correction, or any change of the Proposal documents, will be made by written Addenda. Addenda may be issued in writing by email, fax, mail, or other delivery. Interpretations or corrections of, or changes to, the Proposal documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

Response:

HPE has read and acknowledges.

4.2.3 Addenda

All Addenda will be written. They will be emailed, mailed, or otherwise delivered to those known by WSIPC to have received a complete set of Proposal documents.

Each Proposer is responsible for confirming that it has received all Addenda before submitting a Proposal.



Response:

HPE has read and acknowledges.



5.0 RFP Requirements

5.1. Introduction

WSIPC is releasing this Request For Proposal (RFP) to establish relationships with one or more Vendors that will provide responsible and lowest-possible-cost access to software, hardware, and technology services in various configurations for the agency and its clients (school districts, educational service districts and eligible governmental agencies).

Summary of Work

This RFP covers Desktop Workstations, Notebooks, Laptops, Tablets, Chromebooks, Monitors, File Servers, Desktop and LAN Printers, Storage solutions, Networking Products, Computer-based Telecommunications systems, Electronics (Cameras, MP3s, GPS, etc.), Scanners and Projectors, and Computer Accessories/Parts/Upgrades.

The successful Vendors will be awarded one or more "optional use contract(s)" that will be available to WSIPC's clients and to eligible public entities. This contract will be awarded based on the responders' ability to meet the goals of the RFP and the Requirements specified below.

Response:

HPE offers File Servers, Storage solutions, Networking Products, and related "as-a-service" and cloud offerings.

5.2 Goals for this RFP

- Ongoing Competitive Pricing: Provide K-12 education pricing for hardware or services at the lowest-possible price and highest value, and maintain competitive pricing in the face of ongoing changes in the marketplace over the life of the Contract(s).
- Best in State Contract Pricing: Provide assurances that this RFP provides the best prices available to educational and/or public agencies in Washington State. Pricing must be better than or equal to all contracts between the Proposer and entities in states identified in the RFP.
- Continuing High Quality: Provide assurances of high quality solutions for hardware or services purchased under the Contract(s).

Response:

HPE proposes our U.S. Public Sector Tier 1, List Price Discount offering for U.S. state and local, and educational entities. These discounts are consistent with price discounts made available to educational and/or public agencies through other cooperative agreements available through HPE. We do not commit to most favored pricing.

HPE may offer deeper discounts for definite quantity, definite delivery Orders based on the quantity, specific product or products purchased in a given time period.

5.3 Service Product Requirements

5.3.1 Minimum Product Sales Volume (3): The Proposer must demonstrate to WSIPC's satisfaction its ability to adequately manage the projected sales volume of this optional use contract. The Proposer's RFP response must state the Proposer's 2019 through 2020 YTD sales volume within one or several categories established by this RFP.



Response:

Nationally, HPE's sales volume for K-12 customers was \$207m in 2019 and \$164m so far in 2020.

5.3.2 Account Representative: The Proposer must designate one individual to function as the account representative to coordinate support and services related to the optional use contract.

Response:

Nancy Schwarz will be the account representative. HPE has numerous sales and support resources. Nancy Schwarz will be the first point of contact and can connect WSIPC to appropriate resources as needed.

5.3.3 Toll Free Access: The Proposer must provide toll-free telephone access to the account representative(s).

Response:

Please use (480) 636-0267 to reach Nancy Schwarz.

5.3.4 Voice Mail: The Proposer must provide voice mail as an option for each of the account representatives assigned to support customers under the optional use contract.

Response:

Voicemail is available for Nancy Schwarz via (480) 636-0267,

5.3.5 Email: The Proposer must provide the ability for the account representative(s) to send and receive email.

Response:

Nancy Schwarz, the account representative, can be reached at nancy.schwarz@hpe.com.

5.3.6 Technical Support: Proposer must be able to provide to users, through the Vendor's toll-free number, access to technical support and sales information. (Technical support availability up to seven days per week, 24 hours per day will be scored positively). Warranty and support services shall be provided directly to the customer by or through the Vendor's representatives.

Response:

Technical support is available at [1-800-424-0993](tel:1-800-424-0993).

5.3.7 Eight-Hour Turnaround: The Proposer must commit to providing a minimum of an eight-hour (one business day) response time to customer inquiries regardless of source (telephone, fax, or Internet). It is recognized that some inquiries require research that may exceed the eight-hour window. The intent is to provide service configurations and quotations within the eight-hour window. It should be extremely rare for the Proposer to exceed a one-day response time.

Response:

HPE will comply to the eight-hour turnaround requirement.

5.3.8 Documentation: Proposer must provide access to complete operational and instructional manuals (via available media channels).

Response:

Documentation is available at www.hpe.com .



5.3.9 Product Specification Sheets: Proposer must provide product specification sheets and other promotional materials upon request. It is highly desirable that this type of information be available to customers electronically via the internet (preferred) or other electronic means of delivery.

Response:

HPE's product documentation library is available at <https://h41370.www4.hpe.com/quickspecs/overview.html>.

5.3.10 Online Pricing: The Proposer must provide net online pricing via a website. The customer must be able to select the configuration options for the hardware or services being ordered. The online pricing must be refreshed at least every month. The Proposer must identify whether and when the website will provide the customer with status of the customer's orders.

- a) If the Proposer has a website that is currently available to demonstrate the planned functionality in support of the optional use contract, the Proposer should provide the URL and any passwords that the evaluator needs to access the site.

Response:

Online pricing, quoting, and configuration is available at www.hpe.com/buy/wsipcs. Customers can check order status at this URL. Pricing is refreshed monthly.

- b) The Proposer's website in support of the optional use contract must be fully operational within sixty (60) days of the contract signing.

Response:

HPE will comply.

5.3.11 Shipping Costs: All costs for shipping to the Buyer's location in a timely manner must be clearly stated on price lists and promotional material and must be clearly described in Proposer's response to this RFP.

Response:

For cooperative public sector state-wide contracts, such as WSIPC, HPE waives standard shipping costs for F.O.B. destination. Additional fees may apply for special handling or customer expedited shipments.

5.3.12 Price Reduction Protection: If the quoted price is reduced between the time the quotation is provided to the customer and the time the Vendor's agent receives the customer's purchase order, the customer shall receive the benefit of the price reduction. All price reductions posted by the Vendor must be passed on to the customer. In no event shall the Vendor's agent hold customer orders in anticipation of a price reduction and then not pass on the price reduction to the customer.

Response:

HPE takes exception to a Price Reduction Protection clause in the awarded contract. HPE quotes are valid for 90 days, and we do not perform retroactive price reductions.

5.3.13 Covered Products: The list of products available for purchase under the optional use contract will be limited to the products listed in the Vendor's State and Local Government Price List or as otherwise agreed upon with WSIPC.

Response:

HPE agrees and will comply.



5.3.14 Vendor's Product Catalog Distribution: The Proposer must distribute Product Catalogs, Bulletins, and/or Product Guides reflecting the Vendor's offerings at least once per year. All WSIPC clients and other agencies using the Contract must receive such information. The Proposer must also periodically announce the availability of any online resources and pricing tools available under the Contract. The Proposer must describe how the product catalog will be distributed (such as a hard-copy mailing, email, or website posting).

Response:

HPE agrees to distribute our catalog annually via email, one time per year.

5.3.15 Vendor Qualifications

a) Certification and Assurances: Proposer's response must include a signed copy of the Proposal Form.

Response:

HPE has read and acknowledges.

b) Use of Third Party Vendors: The Proposer must state whether third-party vendors are, or are not, being used. Third-party vendors must be listed in the Proposer's response under this subsection. Changes in third-party participation in the Proposer's solution during the course of the Contract must be reviewed with and approved by WSIPC.

Response:

HPE complies and will comply.

c) Vendor Profile: The Proposer must briefly describe their company in one page or less, including the company's experience providing Vendor's products and services to large organizations. In addition, the Proposer needs to provide the information listed below.

i. Name, Address, Email Address, and Telephone Number of the Legal Entity:
Provide the name, address, telephone number and email address of the legal entity with whom WSIPC may execute any contract(s) arising from this RFP.

Response:

Please see our response to section 4.2.1 re: experience. HPE has over one billion customers worldwide. HPE's market leadership is evaluated by third parties referenced in the below chart.



HPE MARKET LEADERSHIP

HYBRID IT	#1	Worldwide Total Server Revenue, Blades revenue, 4-socket x86 and modular server revenues ¹	#1	Worldwide Total HPC revenue ²	#1	Proactive Storage Support Info Sight ³
	#2	Worldwide Total Storage revenue ⁴	#2	Worldwide Total On-premise Private Cloud Infrastructure revenue ⁵	41	of the top 100 supercomputers ⁶
INTELLIGENT EDGE	#1	Gartner Critical Capabilities for Wired & Wireless LAN Access (out of 17 vendors) ⁷	#1	Worldwide Next Generation WLAN (802.11AX) revenue ⁸	#2	Worldwide Wireless LAN and Campus Switches (excluding China) ⁹
	HPE FINANCIAL SERVICES	#1	IT Technology Renewal Center & Remarketer of IT Assets	1 ST	in industry to provide Circular Economy tracking	#2

1. IDC Worldwide Quarterly Server Tracker Q2-2019, September 2019, IDC declares a ball-tit race when there is a difference of 1% or less in the share among two or more vendors. Market share on a global level for HPE includes Hewlett-Packard Enterprise Group. All data points are worldwide for Q2 2019. 2. Hyperion Research Q1-19, Q2-19 Sep1; 3. IDC July 2019; 4. IDC WW ESS Historical Tracker, Q2'19 Sep1; 5. IDC WW Cloud IT Infrastructure, Q2'19 Sep1; 6. Top 500.org Nov 19; 7. Gartner Magic Quadrant for the Wired and Wireless LAN Access Infrastructure; G00368944; 8. 650Group PS WLAN Vendor Shares, Q2'19; 9. 650Group P2 ES Vendor Shares; Q2'19, 650Group PS WLAN Vendor Shares; Q2'19; 10.

ii. Legal Status: Describe the legal status of the Proposer, such as corporation or sole proprietor.

Response:

Hewlett Packard Enterprise Company, is a corporation incorporated in the State of Delaware.

iii. Name, Address, Telephone Number, Email Address of Principal Officer(s) / Account Manager: Furnish the name(s), address(s), telephone number(s) and email address of the principal officer(s) of the Proposer's company and the proposed account manager for any contract arising from this RFP.

Response:

Antonio Neri has served as Principal Officer of Hewlett Packard Enterprise since February 2018. antonio.neri@hpe.com is his email address, phone (650) 258 7500. Please see our signature page for the address. Account manager for the WSIPC contract will be Nancy Schwarz.

5.3.16 Eligibility for Participation in Federal Programs: Proposer should provide its System for Award Management (SAM) registration number as evidence of eligibility to participate in federal programs with its Proposal. If Proposer is not already registered for the SAM, it may do so at the System for Award Management website (<https://www.sam.gov/SAM/>). Proposer should assert that neither the Proposer, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension. The Proposer asserts that they are in compliance with all other Washington State Public Works Requirements.

Response:

HPE includes a copy of its Active SAM listings with this proposal. Neither HPE, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension. HPE compliance with Washington State Public Works Requirements, will be affirmed where applicable to the delivery of commercial HPE products and services for Orders where Washington State Public Works requirements apply.



5.3.17 Prior Contract Performance: If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default.

Submit full details of all terminations for default experienced by the Proposer in the past five years including the other party's name, address, and telephone number. Present the Proposer's position on the matter. WSIPC will evaluate the facts and may, at its sole discretion, reject the Proposer's Proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Proposer.

Response:

HPE has not had any contracts U.S. Public Sector contracts terminated for default within the past 5 years.

5.3.18 Education and Public Agency Sector Experience: Proposer must demonstrate evidence of sales experience in the educational and public agency market place. Each Proposer shall include evidence of minimum sales of \$500,000.00 in the last 18 months to educational or public agency customers.

Response:

Nationally, HPE's total sales volume for all state government, local government, and education customers (K-12 and higher education) for the past 18 months is \$1.2b.

5.4. Evaluation of Responses

Weighting of scores will be as follows:

5.4.1 Specifications and Requirements – Exhibit B (30%) – Demonstrates ability of Proposer solution to provide full service offering to educational or public agency customers.

5.4.2 Pricing Model (40%) – Consistently produces very low prices for a variety of sample configurations within the specified product categories. Models that do not respond predictably to market fluctuations over time may be disqualified.

5.4.3 Marketing Model (10%) – Presents a viable plan for marketing and selling to educational and/or public agencies, including demonstration of past performance and commitment to explicit future efforts. Capability to serve the less populous and geographically isolated areas will be weighed.

5.4.4 Proposer Qualifications (10%) – Meets or exceeds all Proposer qualification requirements identified in the RFP and is able to demonstrate previous satisfactory performance in serving multiple accounts of comparable scope.

5.4.5 Education and/or Public Agency Sector Experience (10%) – Demonstrates ability of Proposer to provide hardware, software, or services to educational or public agency customers while meeting the requirements of doing business with educational and/or Public Agency customers.

The evaluation procedures will be performed by the WSIPC Contract Administrator and an evaluation panel specifically selected for this task. The panel could include personnel from WSIPC and its member institutions.



Response:

HPE has read and acknowledges.



Exhibit A

Contract For The Purchase of Computer Hardware And Equipment Or Services

HPE has read and acknowledges.



Attachment A

Standard Terms and Conditions of Purchase Contract

Response:

HPE offers its position on terms and conditions within Attachment A, Standard Terms and Conditions (“Sample Agreement”), based on its current understanding of the Bid requirements. We include redline revisions to the Sample Agreement and include in response to Section 23. Vendor Additional Provisions with terms that are representative of the commercial terms relevant to the acquisition of products and services as contemplated under this Bid response. HPE agrees to negotiate in good faith with the WSIPC a purchase contract that incorporates the Sample Agreement as amended by our response and incorporates the proposed Additional Provisions.



**ATTACHMENT A:
STANDARD TERMS AND CONDITIONS OF PURCHASE CONTRACT**

WSIPC RFP No. 20-01

1. Definitions

The following terms shall be defined as follows whenever used in this Contract:

1.1 "Buyer" is defined as Washington School Information Processing Cooperative (WSIPC), any of the individual school districts, educational service districts and other associated public education organizations or public agencies and the employee/personnel of the before mentioned organizations in Washington state; as well as, other educational and/or public agencies within the United States, acquiring Goods and Services under this Contract. Eligible entities may be added to this definition with the mutual consent of WSIPC and the Vendor. All rights, benefits, and warranties conferred upon Buyer by this Contract shall accrue, be available to, and are for the express benefit of such school districts, educational service districts and other public organizations.

1.2 "Indemnities" is defined as Buyer, their successors and assigns and the respective directors, officers, employees, agents, and representatives of Buyer and their successors and assigns.

1.3 "Vendor" is defined as the Vendor identified in the Contract. If Vendor is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Vendor under this Contract.

~~**1.4** "Specified Proposal Exclusions" Defined: If any of the WSIPC client base has in effect publicly solicited contract(s) with the Vendor or Vendor that use the same pricing formula prior to the contract award, those contracts will be excluded from the Contract Usage Fees by declaration in advance to WSIPC. Vendor's responses to future separate formal RFP's by members of WSIPC's client base may also be excluded from the Contract Usage Fee by prior written agreement with WSIPC, provided that sales under the separate contract are limited to the Contracting Agency.~~

Response: *HPE takes exception to Section 1.4. The WSIPC client must reference the WSIPC Contract Number in its Order to allow us to capture and report the sale and calculate Contract Usage Fee for Orders transacted leveraging the WSIPC Contract.*

1.5 "Specified Interlocal Inclusions" Defined: Additional public and/or educational agencies, within the United States may be added to the WSIPC client base as defined herein upon execution of an Interlocal Agreement between WSIPC and the Public Agency, School, or School District. Such inclusions will be subject to the Contract Usage Fees and will be included in sales reporting in all future reports.

2. Confidentiality

RFP documents are subject to Public Disclosure. Specific portions of bid submittals can be considered exempted from public disclosure by bidder's request pursuant to RCW 42.56.210. The Buyer, however, can make no guarantees that submittals will be held in confidence after a contract has been executed for documents not deemed qualified for exemption by WSIPC. Bid submittals pertaining to contract award are subject to disclosure.

3. Proprietary Information

Information will be kept confidential only to the extent allowed by Public Disclosure Law. Information contained in the RFP response deemed proprietary must be clearly marked. Responses marked proprietary in its entirety will be not be accepted or honored by the Buyer.

4. Licenses, Registered Contractors, Permits, and Compliance

The Vendor shall possess and maintain in status, all state, and local licenses, bonds, and permits required for the performance and delivery of all products and services offered in its response, necessary for contract performance. Upon submittal, Vendor must hold a current, valid business or contractor's license as required in Washington.

5. Price and Payment

Payment of the specified Prices shall constitute full compensation for the Goods and Services and satisfactory performance of all the Vendor's obligations under this Contract. Such Prices shall be subject to adjustment as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the Buyer shall be determined by applying the discount percentage to the new list price. Vendor shall separately identify on the Schedule of Prices and the applicable invoice of Vendor any applicable taxes arising out of the sale of the Goods and Services payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due ~~45-30~~ days after the later of

(a) the date that Buyer receives Vendor's correct invoice there for; or (b) the date that Buyer accepts the Goods and Services (together with any required documentation) at the specified destination. ~~If Vendor fails to perform in a timely manner any of its obligations under this Contract, the Buyer may, upon 10 days advance written notice to Vendor of Buyer's intention to do so, perform the same and deduct or offset such amount from the compensation payable to Vendor under this Contract or otherwise charge to or recover from Vendor the cost of such performance.~~

Response: Payment is required within 30 days of receipt of invoice. And, delete last sentence. The warranty period commences upon delivery. §13, as redlined below, along with Additional Provisions, §33. Disputes, and 35. Termination provide the parties the ability to reasonably resolve disputes and termination rights.

6. Delivery

Where applicable, Vendor shall properly package the Goods and Services for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Vendor shall ship the Goods and Services from the specified point of shipment no later than the specified shipment date and shall deliver the Goods and Services to Buyer FOB at the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods and Services shall remain with Vendor until delivery of the Goods and Services to Buyer at the specified destination at which time title to the Goods and Services and such risk pass to Buyer.

7. Delays

~~Time is of the essence in the performance of Vendor's obligations under this Contract. However, Vendor shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Vendor's control; and (c) cannot be overcome by Vendor after using its best efforts to do so provided that when Vendor, ~~within three days after the commencement of the delay or, if earlier, the date on which Vendor knew or should have known~~ knows that ~~a the~~ delay ~~would will~~ occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Vendor to overcome or mitigate the delay.~~

***Response:** We request the deletion of time is of the essence. Currently a Vendor has limited, if any control, over market conditions, including supply chain interruptions and cannot be held to this strict TOE standard. For instance, it allows the buyer to ability to terminate the contract if any scheduled delivery date is missed, even if by a single day. HPE communicates any delays when they become known, for affected Orders.*

8. Inspection

The Goods and Services shall at all times be subject to inspection, testing and expediting by Buyer. No Goods and Services shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect Goods and Services does not relieve Vendor of its obligations or impair Buyer's right to reject defective or non-complying Goods and Services.

9. Warranty

~~Vendor warrants that: (a) the Goods and Services shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods and Services shall be merchantable and of suitable quality for their intended purpose; and (c) the Goods and Services shall conform to the attached manufacturers Specifications and other requirements of this Contract. Vendor shall promptly correct any Goods and Services that do not comply with this warranty. If Buyer requires Vendor to make any such correction and Vendor thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Vendor the cost thereof. If Buyer rejects any Goods and Services that do not comply with the foregoing warranty, Vendor shall have a reasonable time to correct the non-compliance; if Vendor fails to correct the non-compliance within a reasonable time, Buyer may cancel the order for the non-complying Goods and Services without any liability or obligation of or cost to Buyer with respect to such Goods and Services, and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance.~~

***Response:** HPE Product, Software, and Services manufacturer warranty will be provided, and in accordance with §14 through 19, in the Additional Provisions.*

10. Infringement

Vendor releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods and Services or any use

or intended use of the Goods and Services, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods and Services or any use or intended use of the Goods and Services constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Vendor shall (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non- infringing.

11. Compliance with Laws

Vendor shall comply (and shall ensure that the Goods and Services and Vendor's subcontractors and suppliers comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference. Additionally, the Vendor provides assurance that the Vendor, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension from participation in Federal Programs.

12. Changes

Buyer and Vendor may jointly change the requirements of this Contract to preserve the original intent of the Contract and to maintain the relative pricing and services advantages made available to the Buyer under the Contract. All changes must be agreed to in writing.

13. Termination of Contract

Buyer may terminate this Contract for cause as to all or any portion of the Goods and Services not then delivered to and accepted by Buyer by giving Vendor written notice of such termination provided Vendor has not provided a cure or acceptable plan to cure within thirty (30) days of receipt of Buyer's notice of the material breach. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods and Services for the costs Vendor unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods and Services, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Vendor to complete performance with respect to the terminated Goods and Services, and (b) the reasonable value of the terminated Goods and Services at the time of such termination. If the work is terminated for cause, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Vendor the direct cost thereof.

Response: *Vendor should be allowed a reasonable period of time, e.g. 30 days, to cure or provide an acceptable plan to cure to avoid a termination for cause.*

The last sentence added provides for Cost to Cover, in the event of termination for Vendor default.

14. Successors and Assigns

Vendor shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Vendor, this Contract shall be fully binding upon and enforceable by Vendor, Buyer, and their respective successors, assigns and legal representatives.

15. Nonwaiver

The failure of Buyer to insist upon or enforce strict performance by Vendor of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16. Applicable Law; Courts

This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of Washington State, without reference to its choice of law principles. Vendor shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of Washington State in King County, or the United States District Court for the Western District of Washington in Seattle.

Vendor irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

17. Entire Agreement

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Vendor and Buyer regarding the Goods and Services. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. ~~Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Vendor in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer.~~ The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Vendor's subcontractors, suppliers, or by law.

Response: *Support Materials (See Additional Provisions) which include product or service Data Sheets, SLA's, SOW's, product specifications and warranty should be allowed for inclusion in applicable Order(s).*

18. Data Ownership, Privacy & Publicity

18.1 The Buyer retains ownership of all Buyer's data. The Vendor has no claims to ownership of Buyer's data and must exercise all of its abilities to protect Buyer's data and privacy. The Vendor has no rights to share client data with other partners or use the data for financial gain or marketing purposes.

Response: *Clarification to type of data added to first sentence.*

18.2 The Vendor will make no reference to WSIPC, the Contract(s), WSIPC's clients or the WSIPC Logo in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of WSIPC. This restriction applies to both any claim of endorsement of the Vendor and to any aspects of contract status, renewals or disagreements with WSIPC.

19. Survival

The parties' rights and obligations under this agreement will survive the termination of this agreement.

20. Contract Usage Fee

Contracts established under this RFP will include a two percent (2%) Contract Usage Fee for all acquisitions obtained through the contract. In this manner, the costs incurred by WSIPC to establish, manage and maintain the contracts will be borne solely by the parties that benefit from the contracts. The Contract Usage Fee will be collected at the point of sale by the Vendor and remitted to WSIPC at quarterly intervals. ~~Where the pricing model contained in the contract is applied to purchases by educational and/or public agencies, WSIPC will be assumed to be entitled to the Contract Usage Fee except as other contracts by the Vendor with educational and/or public agencies are separately bid in conformity with the applicable State requirements and the procedures set forth in the Contract.~~

Response: *Delete last sentence. The WSIPC client must reference the WSIPC Contract Number in its Order to allow us to capture and report the sale and calculate Contract Usage Fee for Orders transacted leveraging the WSIPC Contract.*

21. Reporting

The Vendor(s) will be required by the optional use contract to provide WSIPC with quarterly sales volume summaries. The summaries will display the sales volume by client by quarter, including quarterly periods with no sales. The quarterly reports will be due on the 15th of the month following the close of each quarter.

22. Co-Marketing

Both parties agree to promote the bid contract and strategic relationship as outlined in the WSIPC Marketing Summary. The Marketing Summary will be provided to the Vendor electronically within fourteen (14) days of the execution of the Agreement.

23. Vendor Terms & Conditions

Proposer may propose additional Vendor terms and conditions for WSIPC’s consideration.

[HPE Customer Terms – Portfolio, 23. Vendor Terms & Conditions, Additional Provisions \(dtd. 08.12.2020\)](#) is attached and incorporated herein in full.

Buyer: WSIPC
By: _____
(Signature)
Name: _____
(Printed)
Title: _____
Date Signed: _____

Vendor: _____
By: _____
(Signature)
Name: _____
(Printed)
Title: _____
Date Signed: _____

ATTACHMENT A: STANDARD TERMS AND CONDITIONS OF PURCHASE CONTRACT

23. VENDOR TERMS & CONDITIONS, ADDITIONAL PROVISIONS

HPE CUSTOMER TERMS - PORTFOLIO

1. **Orders.** “Order” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HPE website.
2. **Order Arrangements.** Customer may place orders with HPE through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
3. **Prices and Taxes.** Prices will be as quoted in writing by HPE or, in the absence of a written quote, as set out on our website, customer-specific portal, or HPE published list price at the time an order is submitted to HPE. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HPE order representative to discuss appropriate procedures.
4. **Payment.** HPE may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
5. **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HPE retains a security interest in products sold until full payment is received.
6. **Delivery.** HPE will use all commercially reasonable efforts to deliver products in a timely manner. HPE may elect to deliver software and related product/license information by electronic transmission or via download.
7. **Installation.** If HPE is providing installation with the product purchase, HPE’s site guidelines (available upon request) will describe Customer requirements. HPE will conduct its standard installation and test procedures to confirm completion.
8. **Support Services.** HPE’s support services will be described in the applicable Supporting Material, which will cover the description of HPE’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
9. **Eligibility.** HPE’s service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 2. Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
 3. failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HPE; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE’s control.
10. **Professional Services.** HPE will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
11. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HPE.
12. **Dependencies.** HPE’s ability to deliver services will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
13. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

- 14. Product Performance.** All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.
- 15. Software Performance.** HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPE does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.
- 16. Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.
- 17. Services with Deliverables.** If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.
- 18. Product Warranty Claims.** When we receive a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE.
- 19. Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.
- 20. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HPE a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HPE and its designees to perform the ordered services. If deliverables are created by HPE specifically for Customer and identified as such in Supporting Material, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- 21. Intellectual Property Rights Infringement.** HPE will defend and/or settle any claims against Customer that allege that an HPE-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with our defense. HPE may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HPE is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HPE is not responsible for claims resulting from deliverables content or design provided by Customer.
- 22. License Grant.** HPE grants Customer a non-exclusive license to use the version or release of the HPE-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HPE branded software, the third party's license terms will govern its use.
- 23. Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HPE software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HPE makes them available to Customer.

- 24. License Restrictions.** HPE may monitor use/license restrictions remotely and, if HPE makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HPE with reasonably detailed information about those activities.
- 25. License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HPE may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HPE, except that Customer may retain one copy for archival purposes only.
- 26. License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HPE. HPE-branded software licenses are generally transferable subject to HPE's prior written authorization and payment to HPE of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- 27. License Compliance.** HPE may audit Customer compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense). If an audit reveals underpayments then Customer will pay to HPE such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HPE for the auditor costs.
- 28. Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
- 29. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HPE does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HPE has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HPE will use any PII to which it has access strictly for purposes of delivering the services ordered.
- 30. US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HPE's standard commercial license.
- 31. Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- 32. Limitation of Liability.** HPE's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HPE for the relevant Order. Neither Customer nor HPE will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death

or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

- 33. Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HPE's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
- 34. Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 35. Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HPE's support offerings, which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HPE Software.

1. SERVICE ELIGIBILITY

- **Hardware Support-General Eligibility.** Hardware products must be in good operating condition, as reasonably determined by HPE, to be eligible for placement under support. You must also maintain eligible products at the latest HPE-specified configuration and revision levels.
- **Return to Support.** If you allow support to lapse, HPE may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- **Use of Proprietary Service Tools.** HPE may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HPE, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HPE and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HPE to remove these Proprietary Service Tools. You will also be required to:
 - Allows HPE to keep the Proprietary Service Tools resident on your systems or sites, and assist HPE in running them;
 - Install Proprietary Service Tools, including installation of any required updates and patches;
 - Use the electronic data transfer capability to inform HPE of events identified by the software;
 - If required, purchase HPE-specified remote connection hardware for systems with remote diagnosis service; and
 - Provide remote connectivity through an approved communications line.
 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Proprietary Service Tools. If you have a mandatory right to do so under statute, you must inform HPE in writing prior to making such modifications.

2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HPE coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HPE in writing, and for those offerings not delivered by HPE Software, HPE only provides support for the current version and the immediately preceding version of HPE branded software, and provided that HPE branded software is used with hardware or software included in HPE-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HPE may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- **Multi-vendor Support.** HPE provides support for certain non-HPE branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HPE branded products are under warranty. HPE may discontinue support of non-HPE branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HPE, at HPE's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HPE access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HPE to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HPE's inability to provide support, HPE shall be entitled to charge you for the support call at HPE's published service rates. You are responsible for removing any products ineligible for support, as advised by HPE, to allow HPE to perform support. If delivery of support is made more difficult because of ineligible products, HPE will charge you for the extra work at HPE's published service rates.
- **Licenses and Updates.** You may purchase available product support for HPE branded products only if you can provide evidence that you have rightfully acquired an appropriate HPE license for the products, and you may not alter or modify the products unless authorized by HPE at any time. Your right to use firmware and software updates ("Updates") provided under HPE Support or warranty or if otherwise made available to you is co-extensive with your license to the underlying product. However in addition:
 - You may not use Updates to provide services to third parties
 - You may not make copies and distribute, resell or sublicense Updates to third parties
 - You may not copy Updates or make them available on a public or external distributed network. This means that you may not copy Updates for products that are not under support by HPE.
 - You may not allow access to Updates on an intranet unless it is restricted to authorized users.
 - You cannot make copies of and distribute Updates on devices that are not supported by HPE.
 - You may make only make one copy of the Updates for archival purposes or when it is an essential step in authorized use.
 - You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Updates. If you have a mandatory right to do so under statute, you must inform HPE in writing prior to making such modifications.

- HPE may terminate your license to use the Updates upon written notice if you fail to comply with these terms.
 - If you authorize a third-party to act as your agent and download Updates on your behalf, using your entitlement, you are strictly and wholly liable for your agents' adherence to the terms of your contract with HPE, including these license terms. In addition, all parties must execute HPE's agency agreement to allow for such access by the third party.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HPE trademark and copyright notices.
 - **Loaner Units.** HPE maintains title and you shall have risk of loss or damage for loaner units if provided at HPE's discretion as part of hardware support or warranty services and such units will be returned to HPE without lien or encumbrance at the end of the loaner period.
 - **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
 - **Data Backup.** So that you can reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
 - **Temporary Workarounds.** If requested by HPE, you will implement temporary procedures or workarounds provided by HPE while HPE works on a permanent solution.
 - **Hazardous Environment.** You will notify HPE if you use products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require you to maintain such products under HPE supervision and may postpone service until you remedy such hazards.
 - **Authorized Representative.** You will have a representative present when HPE provides support at your site.
 - **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HPE-designated system identifiers, and coverage levels.
 - **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HPE and Customer ("Designated Callers"), who may access HPE's customer Support call centers ("Solution Centers") or online help tools.
 - **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HPE may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HPE's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.
 - **HIPAA Customers.** You represent that you are not a Covered Entity or Business Associate under the U.S. Health Insurance Portability and Accountability Act (HIPAA), and that you will not be creating, receiving, maintaining, or transmitting protected health information. If you determine that you are a Covered Entity or Business Associate, you agree to notify HPE and the parties agree to negotiate a mutually agreeable Business Associate Agreement.

4. GENERAL PROVISIONS

- **Cancellation.** Unless otherwise agreed in writing, you may only cancel support orders or delete products from an existing support order upon sixty (60) days' written notice if you sell or discontinue use of the products under support, or upgrade to a newer HPE technology that is maintained under HPE support. HPE reserves the right to audit customer's installed

base to verify compliance with this provision. HPE may discontinue support for products and specific support services no longer included in HPE's support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If applicable, HPE will refund you a pro-rata amount for any unused prepaid support if canceled for the reasons as set forth above, subject to any other restrictions or early termination fees as may be set forth in writing

- **Pricing.** Except for prepaid support or if otherwise agreed in writing, HPE may change support prices upon sixty (60) days' written notice.
- **Additional Services.** Additional services performed by HPE at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- **Replacement Parts.** Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HPE, unless HPE agrees otherwise and you pay any applicable charges.
- **Media Sanitization.** You are responsible for properly sanitizing or removing data from products that may be replaced or returned to HPE as part of the repair process to ensure the safeguarding of your data. For more information on your responsibilities, go to https://www.hpe.com/us/en/home.html?xdomain=hp_us_en_header_call-out.
- **Data Protection.** [To the extent HPE processes personal data on your behalf in the course of providing the services, the HPE Support Services – Data Privacy and Security Agreement found at \[www.hpe.com/info/customer-privacy.html\]\(http://www.hpe.com/info/customer-privacy.html\) shall apply.](#)
- **Audit.** HPE may audit your compliance with these terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with auditor's costs being at HPE's expense). If a software license audit reveals underpayments then you will pay to HPE such underpayments. If underpayments discovered exceed five percent of the contract price, you will reimburse HPE for the auditor costs.

SAM Search Results
List of records matching your search for :

Search Term : Hewlett Packard Enterprise Company*
Record Status: Active

ENTITY Hewlett Packard Enterprise Company	Status: Active
DUNS: 071453880 +4:	CAGE Code: 0CNJ6 DoDAAC:
Expiration Date: 10/10/2020	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 8000 Foothills Blvd City: Roseville ZIP Code: 95747-6553	State/Province: CALIFORNIA Country: UNITED STATES
ENTITY Hewlett Packard Enterprise Company	Status: Active
DUNS: 079871820 +4:	CAGE Code: 7ES51 DoDAAC:
Expiration Date: 01/02/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: One Discovery Sq 12010 Sunset Hills Rd FI 3 City: Reston ZIP Code: 20190	State/Province: VIRGINIA Country: UNITED STATES
ENTITY Hewlett Packard Enterprise Company	Status: Active
DUNS: 079834910 +4:	CAGE Code: 7E6V7 DoDAAC:
Expiration Date: 01/02/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 6280 America Center Dr City: San Jose ZIP Code: 95002-2563	State/Province: CALIFORNIA Country: UNITED STATES

Exhibit B

Exhibit B: Specifications and Requirements

RFP 20-01 Computer Hardware and Equipment

Requirements/Specifications	Yes	No	Explanation
Desktop Workstations		X	
Laptops		X	
Notebooks		X	
Tablets		X	
Chromebooks		X	
File Servers	X		
Monitors		X	
Storage Solutions	X		
Desktop and LAN Printers		X	
Networking Products	X		
Computer-based Telecommunications Systems		X	
Electronics (Cameras, MP3s, GPS, etc.)		X	
Scanners and Projectors		X	
Computer Accessories/Parts/Upgrades		X	



Industry Standard Servers (Compute)		WSIPC
		Discount off List Price
x86 Tower - Entry Level Servers (PL LA ML100 Server)	ML110, ML115, ML150	14%
x86 Tower - Entry Level Servers (PL LA Microservers)	ProLiant Micro Series	0%
x86 Tower - Entry Level Servers (PL LA ML300)	ML3XX Series	27%
Entry Level Servers (x86 Entry and Value Rack - PL 4Q)	DL60, DL80, DL120, DL140, DL145, DL160, DL165, DL180, DL185, DL320, ML310	20%
x86 Premium and Scale-Up Rack Core Servers and Options (PL SY)	DL360, DL380, DL385, DL 560, DL580, DL585, ML350, ML370, ML570	27%
x86 Shared Volume Options (PL SH)	ProLiant racks, power supply and accessories	20%
	HPE Server power supply and accessories	27%
x86 Server Storage and Inf (PL SI)	Racks, accessories, power supplies	20%
x86 Blades (PL MV)	C-Class Units and Enclosures BL460c, BL465c, Blade Systems, ProLiant BL	27%
Synergy Infrastructure and Compute (PL S6) Synergy Value Options (PL S7)	Synergy Compute, Processors, Node SY480, S660	27%
C-Class Converged Solutions (PL UZ)	Blade System Accessories	27%
Scaleable Datacenter Infrastructure (PL TN)	SCI (PODs), Moonshot	27%
ProLiant Moonshot Bundle	Moonshot	0%
Converged IoT Systems - Edgeline	Edgeline Systems	27%
Volume Software (PL 4U)	ProLiant Essentials	27%
Non-Discountable	Specials; Microsoft Reseller Options Kits, and Academic Licenses	0%
HPE Pointnext (Services)		WSIPC
		Discount off List Price
Industry Standard Servers (Compute Services)	Hardware Services	20%
	Software Services	20%
	Installation Services	20%
Specialized Compute Services	Moonshot Server Support	20%
	MCS Server Support	20%
HPE Third Party		WSIPC
		Discount off List Price
Third Party - PL J3 Only	Vmware, Linux Red Hat OS, Linux SuSE OS, Novell OS (PL J3)	27%

Third Party- PL J3 Only	Microsoft Non-Discountable MS Windows OS (PL J3)	0%
Third Party- Non PL J3	All other third party hardware & services	10%
	Third Party Software	5%
Converged Systems		WSIPC
		Discount off List Price
Converged Systems (PL FE)	Integrated Infrastructure	27%
	Cloud and Virtual Systems	27%
SDCG		WSIPC
		Discount off List Price
Cloud System Software	Blade System Matrix SW, Cloud System SW	27%
Azure Stack Hyper Converged	Azure Stack	26%
Composable Fabric	HPE Composable Fabric	26%
Mission Critical (MCS)		WSIPC
		Discount off List Price
HPE Integrity Solutions	rx1620 Family, CPU, Rack, Memory, Disks	20%
	rx2600, rx2620, rx2660 & rx3600 servers, CPU, I/O Pwrsply, Rack, Memory	20%
	rx4640 & rx6600 servers, CPU, I/O, Rack Kits, Memory	26%
	Blades Servers, Cables, Power, Rack, CPU, Disks, Memory	20%
	rx2800 servers, CPU, I/O, Rack Kits, Memory	20%
	HP 9000/Integrity Server Accessories	30%
HPE Integrity Solutions -- Products & Cross Integrity Accessories	Integrity Superdome Servers - Accessories: Misc, Power, Rack. Options: Chassis/Cabinet, CPU, Memory	32%
	Superdome iCAP and Accessories	32%
	SuperDome2 and Accessories	30%
	Integrity Server Options & Accy	30%
	Integrity Server Options & Accy, Server Operating Systems & Software	30%

	Server Operating Systems & Software	30%
Storage Solutions		WSIPC
		Discount off List Price
EVA Disk & SW	EVA 4400/6x00	35%
	EVA Cabinets & Accessories, EVA HDD's	35%
EVA Disk & SW	EVA 4400 & P6xxx Software Products	35%
3PAR Storage		WSIPC
3PAR High End SW	3PAR 10XXX, 20XXX SW	35%
3PAR Mid Range SW	3PAR 7XXX, 8XXX, 9XXX Software	35%
3PAR Mid Range HW	3PAR 7XXX, 8XXX, 9XXX HDD, SSD, Accy, Base	35%
3PAR High End HW	3PAR 20XXX	35%
Primera Storage	Primera	35%
Nimble Storage		WSIPC
Nimble Entry Arrays	AF20, AF40	35%
Nimble Enterprise Arrays	AF60, AF80, HF40	35%
Nimble Add-ons and Expansion Shelves		35%
Cloud Volumes		WSIPC
Cloud Volumes		5%
Other Core Storage		WSIPC
D2D Store Once	StoreOnce 4x00, 2x00, 4900, Recovery Manager	35%
	StoreOnce 6x00, 5x00	20%
Entry NAS StoreEasy	NAS Family	20%
StoreVirtual Entry	StoreVirtual 3XXX HDD, SSD, SW	20%
	Power Accessories	20%
HPE Storage Hardware - Commercial	D2000/P2000 MSA HW & SW, MSA HDD's, Scalable File Share	20%
	Blade System Storage Switches, Commercial Switches and Switch SW, Commercial Host Bus Adapters	20%
	Tape Drives and Accessories (DDS, DAT, SDLT, Ultrium)	20%
	MSL & VSL Tape Libraries, Autoloaders	20%
HPE Storage Media	Storage Media Products	30%

Big Data		WSIPC
Data Platform & Analytics ISV SW	ProLiant Server	27%
	VEEAM SW, Support	5%
	Qumulo SW	8%
	Cohesity SW	27%
	Cohesity Services, HW Bundle	5%
Blue Data		0%
Apollo 4000	ProLiant SL45X	20%
	ProLiant 45XX, XL4200, XL4500,	27%
	Apollo Options	20%
x86 Shared Big Data Options	Big Data HDD, Memory Cascade Lake, Skylake	27%
MapR SW	MapR	5%

HPE Pointnext		WSIPC
		Discount off List Price
Storage Pointnext (Services)	Hardware Services	20%
	Software Services	20%
	Installation Services	20%
	Enterprise Class Storage Services - PL K3, R8	20%
	Nimble Maintenance	5%
	Business Class Storage Services - PL K3, R8	20%
	Data Protector SW	9%
Cross Business Unit	Product Line UW - Installation (Volume)	20%
	HPE PointNext ENHANCED Services (Value)	20%
Storage Solutions		WSIPC
		Discount off List Price
HP Cross-ESS Accessory Products	Selected HP Rack & Power - Related Products	20%
	HP Server Rack & Rack Accessories	27%
HP Cross-ESS Solution Products	Selected MSA Products	20%
	Selected MSA Related Options	20%

HPE Related Services		WSIPC
		Discount off List Price
Custom Services	General Consulting	7%
	XaaS GreenLake Solutions- Discounts are determined based on each request	SOW Required
Other Services	Education Services	16%

HPE Networking (Edge)		WSIPC
Aruba, a Hewlett Packard Enterprise Company		
	Networking Hardware	32%
	Networking Software	30%
	Hardware Services	15%
	Software Services	15%
	Installation Services	15%