

# UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH  
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE UNIVERSITY  
OF NEVADA, LAS VEGAS (“UNLV”)**

**INVITATION FOR BID NO. 5214-KO Hewlett Packard Equipment and Services (“IFB”)**

**RELEASE DATE:** Monday, March 14, 2016

**LAST DAY FOR QUESTIONS:** Friday, March 18, 2016

**LAST DAY FOR ADDENDA :** Wednesday, March 23, 2016

**OPENING DATE, TIME and LOCATION:** Wednesday, March 30, 2016  
**3:00 PM Local Time**  
University of Nevada, Las Vegas  
4505 Maryland Parkway  
**Campus Services Building, Room 235**  
Las Vegas, NV 89154-1033

Sealed bids, **one original and one copy** and **one** electronic copy provided on CD or USB drive, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above (“Bid(s)”). **All Bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

If you should have any questions regarding this IFB, fax or e-mail your questions directly to:

Kelly Owsley, Senior Purchasing Analyst  
Kelly.owsley@unlv.edu  
Phone: (702) 895-4385  
Fax: (702) 895-3859

**Companies wishing to do business with UNLV and submit a responsive Bid (“Bidders”) must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to [Supplier.Registration@unlv.edu](mailto:Supplier.Registration@unlv.edu).**

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**SECTION A**  
**SUBMISSION INSTRUCTIONS**

UNLV invites you to submit a Bid on the material and/or services specified within this IFB. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, Bid response form, sample insurance if applicable, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the IFB may result in your Bid being declared non-responsive.

1. **BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire IFB document including any attachments. Failure to do so will be at the Bidder's risk.
- b) If it becomes necessary to revise any part of this IFB, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all Bidders to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this IFB. When units are identified, the price for each unit Bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Bid. Bidders shall include with their Bid forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Each Bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and Bid response form and **MUST** indicate the name of the Bidder, Bid number, title as listed on the first page of the IFB, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Bids will not be considered.**
- f) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this IFB document or by an addendum.
- h) When not otherwise specified, Bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- j) Any irregularities or lack of clarity in the IFB should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Bidders.
- k) Altering the IFB document and Bid form may render the Bid null and void.

- l) All Bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached Minimum Contract Terms unless otherwise stated.
- m) UNLV accepts no responsibility or liability for any costs incurred by a responding firm/company prior to the execution of the Contract.
- n) UNLV reserves the right to contract for less than all of the goods/services identified herein.

2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this IFB, wherever in the IFB any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) If the specifications of each item you are bidding are the same as those stated in the IFB, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider Bids not in exact accordance with the specifications.

3. **DISCLOSURE RESTRICTIONS**

- a) The contents of your Bid or other information submitted to UNLV are subject to public release, upon request, after the Contract award.
- b) **Bids are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Bids submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered.

4. **LATE BIDS**

Formal, advertised invitations for bids indicate a time by which the Bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the Bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this IFB.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the IFB. Prospective Bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall

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be subject to the provisions of determination of the lowest Bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

**6. WITHDRAWAL OF BID**

Any prospective Bidder may request withdrawal of a posted, sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Bid be withdrawn and signs for its receipt.

**SECTION B**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible Bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV.
- b) UNLV may accept any item or group of items of any Bids unless the Bidder qualifies its Bid by specific limitations.
- c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all Bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.
- d) UNLV reserves the right to award on a multi year basis and, if in the best interest of UNLV, to award to multiple contractors.
- e) A signed purchase order mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Bid, results in a binding contract without further action by either party and/or a formal Contract may be entered into between the successful Bidder(s) and UNLV.
- f) If applicable, the terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will constitute and govern any agreement that results from this IFB. If Bidder takes exception to any terms or conditions set forth in the contract, Bidder will submit a specific list of the exceptions as part of its response to this IFB. Bidder's exceptions will be reviewed by UNLV and may result in disqualification of Bidder's offer as non-responsive to this IFB. If Bidder's exceptions do not result in disqualification of Bidder's response, then UNLV may consider Bidder's exceptions when UNLV evaluates the Bidder's response.
- g) If after the award of an item or items has been made to a Bidder and a purchase order is issued to that Bidder for the item or items awarded; the Bidder fails to furnish the items as listed on the purchase order, that Bidder may be removed from our Bidder list for a period of one year.
- h) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this IFB at their option to obtain goods or services at the agreed upon price(s) throughout the term

of the resulting contract with the authorization of the successful Bidder(s) ("Contractor(s)"). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Bidders are required to comply with all OSHA, EPA, ADA and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Bid.

6. **CONFLICT OF INTEREST**

Persons or firms submitting a Bid in response to this IFB are certifying that they have had no contact with an employee or member of the NSHE/UNLV in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the selected Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF BIDDERS**

Bidders may be disqualified and rejection of Bids may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the Bid form furnished by UNLV.
- b) Lack of signature by an authorized representative on the Bid form.
- c) Failure to properly complete the Bid.
- d) Evidence of collusion among Bidders.
- e) Unauthorized alteration of Bid form.
- f) Failure to submit requested documents required in Bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any Bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Bidder fails to furnish any item at the price specified in the IFB, whether such failure is due to a mistake of fact by the Bidder or any other reason, the Director of Purchasing UNLV, may cause the name of such Bidder to be removed from the list containing the names of prospective Bidders to whom invitations to bid are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Bidder must ship goods using a UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Bidder will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the UNLV check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,

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- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES**

Bidders may be required to furnish a sample of the product being bid after the Bid opening for further evaluation. Bidders will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A “tier 2 supplier” or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

a) In compliance with NSHE policy, a Bidder responding to any IFB for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its Bid:

(1) Bidder’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this IFB is issued.

(2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this IFB. The listing must include the following information:

- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Bid. However, failure to provide a complete Bid in response to this IFB could result in rejection of the submittal as incomplete.

b) Any award from this IFB that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Bidder to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)



- The reporting information must be available to UNLV by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- d) All Bidders, by signing this Bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which UNLV is involved. It is important that Bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) UNLV may request the successful Bidder to provide reports related to sustainability on all goods and services provided in response to this IFB. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. UNLV is exempted from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

**SECTION C**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **BUSINESS LICENSE REQUIREMENT**

A person conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **CANCELLATIONS**

UNLV reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall UNLV be required to pay more than contractor's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**

The above terms and conditions may only be modified by UNLV with the exception of clauses which may be in conflict with any Bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

5. **DEBARMENT/SUSPENSION STATUS**

The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Contractor fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on the order.

7. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

8. **HAZARDOUS MATERIALS**

Contractors furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Contractors must furnish the necessary MSDS for each chemical, substance or product listed on the order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. **INDEMNIFICATION**

Vendor/Contractor, shall indemnify, defend and hold harmless NSHE/UNLV from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either

directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. **INSURANCE**

All Contractors performing work on UNLV premises are required to provide evidence of coverage for Worker's Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

11. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. **NON-DISCRIMINATION**

The Contractor shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Contractor shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. Contractor shall comply with and shall require its subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. **PRICE WARRANTY**

Contractor warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Contractor reduces its price(s) for such items or services during the term of this order, Contractor agrees to reduce the price(s) hereof accordingly. Contractor warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

14. **PROMPT PAYMENT DISCOUNT**

Contractor's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

15. **PURCHASE ORDER NUMBERS**

UNLV purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Contractor warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Contractor shall comply with any and all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. **TAX EXEMPTION**

NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or

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default may be declared with or without termination. The Contractor's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. **WARRANTY**

Contractor expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by UNLV. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

**SECTION D**  
**SCOPE OF WORK/SPECIFICATIONS**

UNLV is requesting bids for the purchase of Hewlett Packard (HP) brand (only) hardware, support and services. Refer to Section E Pricing Response Form for a list of part numbers for goods and services required. All equipment should be new and should be per the brand and model listed. All items listed in Section E Pricing Response form should be delivered and invoiced to UNLV by no later than June 30, 2016.

The Contractor should enter into contract with UNLV per the attached Exhibit B Minimum Contract Terms.

Per the part numbers provided in Section E, the services provided should include the following:

- I. HPE Proactive Care Service: 3 Year, 4 Hour, 24x7 Response Proactive Care Service per the attached Exhibit C Description of HPE Proactive Care Service Support Services.
  
- II. HP Software Installation and Startup Service per attached Exhibit D.
  
- III. HP Proactive Select Services per attached Exhibit E

**SECTION E  
PRICING RESPONSE FORM**

Please complete pricing information for items listed below.

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
<b>Two HP c7000 Chassis, each with 8 BL460c Blade Servers</b>					
1	2	681844-B21	HP BLc7000 CTO 3 IN LCD Plat Enclosure	\$	\$
2	2	E5Y41A	HP OV 3yr 24x7 Encl FIO Phys 16 Svr Lic	\$	\$
3	16	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade	\$	\$
4	16	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit	\$	\$
5	16	727001-B21	HP BL460c Gen9 E5-2698v3 Kit	\$	\$
6	128	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	\$	\$
7	32	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$	\$
8	16	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adptr	\$	\$
9	16	761871-B21	HP Smart Array P244br/1G FIO Controller	\$	\$
10	16	339778-B21	HP Raid 1 Drive 1 FIO Setting	\$	\$
11	4	571956-B21	HP BLc VC FlexFabric 10Gb/24-port Opt	\$	\$
12	8	AJ718A	HP 8Gb Short Wave FC SFP+ 1 Pack	\$	\$

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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
13	8	455883-B21	HP BLc 10G SFP+ SR Transceiver	\$	\$
14	2	733460-B21	HP 6X 2650W Plat Ht Plg FIO Pwr Sply Kit	\$	\$
15	2	456204-B21	HP BLc7000 DDR2 Encl Mgmt Option	\$	\$
16	2	677595-B21	HP BLc 1PH Intelligent Power Mod FIO Opt	\$	\$
17	2	517520-B21	HP BLc 6X Active Cool 200 FIO Fan Opt	\$	\$
18	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC	\$	\$
19	2	H1K92A3 7FX	HP c7000 Enclosure Support	\$	\$
20	2	H1K92A3 SVQ	HP One View for blades Supp	\$	\$
21	16	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support	\$	\$
<b>HP 3PAR 8440 SAN</b>					
22	1	H6Z02A	HP 3PAR StoreServ 8400 4N Fld Int Base	\$	\$
23	256	K2P93A	HP 3PAR 8000 1.2TB SAS 10K SFF HDD	\$	\$
24	64	K2P89A	HP 3PAR 8000 1.92TB SAS cMLC SFF SSD	\$	\$
25	1	L7B69A	HP 3PAR 8400 OS Suite Base LTU	\$	\$



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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
26	168	L7B70A	HP 3PAR 8400 OS Suite Drive LTU	\$	\$
27	1	L7B73A	HP 3PAR 8400 Replication Suite Base LTU	\$	\$
28	168	L7B74A	HP 3PAR 8400 Replication Ste Drive LTU	\$	\$
29	1	L7B71A	HP 3PAR 8400 Data Opt St v2 Base LTU	\$	\$
30	168	L7B72A	HP 3PAR 8400 Data Opt St v2 Drive LTU	\$	\$
31	14	E7Y71A	HP 3PAR 8000 SFF(2.5in) Fld Int Drv Encl	\$	\$
32	1	HA114A1	HP Installation and Startup Service	\$	\$
33	1	HA114A1 5XW	HP Startup 3PAR 84XX 4N Fld Int Base SVC	\$	\$
34	14	HA114A1 5XZ	HP Startup 3PAR 8000 Fld Int Drv Enc SVC	\$	\$
35	1	K2R28A	HP 3PAR StoreServ SPS Service Processor	\$	\$
36	1	BD362AAE	HP 3PAR StoreServ Mgmt/Core SW E-Media	\$	\$
37	1	BD363AAE	HP 3PAR OS Suite Latest E-Media	\$	\$
38	1	BD365AAE	HP 3PAR SP SW Latest E-Media	\$	\$

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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
39	1	D4U66AAE	HP StoreOnce RMC-V 74xx/84xx E-LTU	\$	\$
40	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC	\$	\$
41	1	H1K92A3 U2B	HP SO Rec Mgr StoreServe 7400 SW Supp	\$	\$
42	3	H1K92A3 WSF	HP 3PAR Internal Entitlement Purpose	\$	\$
43	1	H1K92A3 YTA	HP 3PAR StoreServ 8400 4N Base Supp	\$	\$
44	14	H1K92A3 YTJ	HP 3PAR 8000 Drive Encl Supp	\$	\$
45	1	H1K92A3 YTQ	HP 3PAR StoreServ SPS Srvc Proc Supp	\$	\$
46	256	H1K92A3 YTV	HP 3PAR 8000 1.2TB 10K SFF HDD Supp	\$	\$
47	64	H1K92A3 YU0	HP 3PAR 8000 1.92TB cMLC SFF SSD Supp	\$	\$
48	1	H1K92A3 YV1	HP 3PAR 8400 OS Suite Base Supp	\$	\$
49	168	H1K92A3 YV2	HP 3PAR 8400 OS Suite Drive Supp	\$	\$
50	1	H1K92A3 YV3	HP 3PAR 8400 Data Opt St v2 Base Supp	\$	\$
51	168	H1K92A3 YV4	HP 3PAR 8400 Data Opt St v2 Drive Supp	\$	\$

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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
52	1	H1K92A3 YV5	HP 3PAR 8400 Replication Suite Base Supp	\$	\$
53	168	H1K92A3 YV6	HP 3PAR 8400 Replication Ste Drive Supp	\$	\$
54	8	QK734A	HP Premier Flex LC/LC OM4 2f 5m Cbl	\$	\$
55	5	HF383A1	HPE Training Credits for Storage SVC	\$	\$
56	1	H0JD0A1	HP 3PAR Storserv Onl Imp Quick Start Svc	\$	\$
57	1	HA124A1	HP Technical Installation Startup SVC	\$	\$
58	1	HA124A1 5WE	HPE StoreOnce RMC VMw for 3PAR SVC	\$	\$
59	1	HA124A1 5Y3	HP Startup 3PAR 8000 Data Opt Ste v2 SVC	\$	\$
60	1	HA124A1 5Y5	HP Startup 3PAR 8000 System Reporter SVC	\$	\$
61	1	HA124A1 5Y8	HP Startup 3PAR 8K Rpl Ste VC-RC-PP SVC	\$	\$
62	1	UW316AS	HP Proactive Select Service	\$	\$
63	2	HK696A1	HP 1Y Proactive Select 10 Credit SVC	\$	\$
64	2	HK696A1 2BT	HP Proactive Select Credit SVC	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
<b>HP StoreOnce D2D Backup Appliance</b>					
65	1	BB878A	HP StoreOnce 4500 24TB Backup	\$	\$
66	1	BB885AAE	HP StoreOnce 4500 Replication E-LTU	\$	\$
67	1	BB888AAE	HP StoreOnce 4200/4500 Catalyst E-LTU	\$	\$
68	1	BB892AAE	HP StoreOnce 4200/4500 Security Pk E-LTU	\$	\$
69	2	BB909A	HP StoreOnce 4500 48TB Upgrade Kit	\$	\$
70	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC	\$	\$
71	1	H1K92A3 9LA	HP StoreOnce 41/4500 Backup System Supp	\$	\$
72	1	H1K92A3 QBS	HPE StoreOnce 4500/5100 Catalyst Supp	\$	\$
73	1	H1K92A3 RWH	HPE StoreOnce 4500/5100 Repl Supp	\$	\$
74	1	H1K92A3 ST3	HPE StoreOnce 4500/5100 Sec Pack Supp	\$	\$
75	2	H1K92A3 ST7	HP StoreOnce 4500 48TB Upgrade Supp	\$	\$
76	1	HA124A1	HP Technical Installation Startup SVC	\$	\$
77	1	HA124A1 5T7	HPE StoreOnce single n Catalyst Stup SVC	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
78	1	HA124A1 55Q	HP Startup StoreOnce Backup System SVC	\$	\$
<b>HPE Server Hardware for SAS Project</b>					
79	1	735131-B21	HP Apollo 6000 Power Shelf	\$	\$
80	1	413379-B21	HP BLc7000 1 PH FIO Power Module Opt	\$	\$
81	2	757398-B21	HP Apollo 6000 Pwr Shelf 863.3mm Pwr Cbl	\$	\$
82	2	588603-B21	HP 2400W Plat Ht Plg Pwr Supply Kit	\$	\$
83	1	765439-B21	HP Apollo 6000 Pwr Shelf Rail Kit	\$	\$
84	1	736428-B21	HP Apollo a6000 Chassis	\$	\$
85	2	766779-B21	HP Apollo a6000 Server Blank Kit	\$	\$
86	8	789917-B21	HP ProLiant XL230a Gen9 Compute Tray	\$	\$
87	8	768600-L21	HP XL2x0 Gen9 E5-2690v3 FIO Kit	\$	\$
88	8	768600-B21	HP XL2x0 Gen9 E5-2690v3 Kit	\$	\$
89	64	728629-B21	HP 32GB 2Rx4 PC4-2133P-R Kit	\$	\$
90	8	665243-B21	HP Ethernet 10Gb 2P 560FLR-SFP+ Adptr	\$	\$

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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
91	8	784308-B21	HP FIO Enable B140i Setting	\$	\$
92	16	816995-B21	HP 960GB 6G SATA MU-3 SFF SC SSD	\$	\$
93	8	804165-B21	HP Apollo 6000 PCIe/FixLOM Riser FIO Kit	\$	\$
94	8	794945-B21	HP XL230a Mini-SAS B140i 12G FIO Cbl	\$	\$
95	8	339778-B21	HP Raid 1 Drive 1 FIO Setting	\$	\$
96	1	757400-B21	HP Apollo a6000 Chassis Rail Kit	\$	\$
97	1	608477-B21	HP s6500 Chassis Handles Kit	\$	\$
98	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC	\$	\$
99	1	H1K92A3 TQG	HP Apollo a6000 Support	\$	\$
100	16	455883-B21	HP BLc 10G SFP+ SR Transceiver	\$	\$
101	2	727021-B21	HP BL460c Gen9 10Gb/20Gb FLB CTO Blade	\$	\$
102	2	727001-L21	HP BL460c Gen9 E5-2698v3 FIO Kit	\$	\$
103	2	727001-B21	HP BL460c Gen9 E5-2698v3 Kit	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
104	16	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	\$	\$
105	4	759208-B21	HP 300GB 12G SAS 15K 2.5in SC ENT HDD	\$	\$
106	2	766491-B21	HP FlexFabric 10Gb 2P 536FLB FIO Adptr	\$	\$
107	2	761871-B21	HP Smart Array P244br/1G FIO Controller	\$	\$
108	1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC	\$	\$
109	2	H1K92A3 TT8	HP BL460c Gen9 Server Blade Support	\$	\$
<b>Qty 1 10G Copper PCAP Server</b>					
110	1	754520-B21	HP DL160 Gen9 8SFF CTO Server	\$	\$
111	1	754520-B21 ABA	U.S. - English localization	\$	\$
112	1	763235-L21	HP DL160 Gen9 E5-2603v3 FIO Kit	\$	\$
113	2	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$	\$
114	2	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$	\$
115	1	726536-B21	HP 9.5mm SATA DVD-ROM Jb Gen9 Kit	\$	\$
116	1	725585-B21	HP DL160 Gen9 CPU1 Riser FIO Kit	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
117	1	774621-B21	HP DL160 Gen9 8SFF w/ H240 Cbl Kit	\$	\$
118	1	761873-B21	HP H240 FIO Smart HBA	\$	\$
119	1	656596-B21	HP Ethernet 10Gb 2P 530T Adptr	\$	\$
120	1	734807-B21	HP 1U SFF Easy Install Rail Kit	\$	\$
121	2	813534-B21	HP 800W/900W Gold AC Pwr Input FIO Mdl	\$	\$
122	1	813535-B21	HP Server RPS Backplane FIO Kit	\$	\$
123	1	725587-B21	HP DL160 Gen9 Redundant Fan Kit	\$	\$
124	1	P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	\$	\$
125	1	H7J32A3	HPE 3Y Foundation Care NBD Service	\$	\$
126	1	H7J32A3 TT6	HP ProLiant DL160 Gen9 Support	\$	\$
<b>Qty 2 1Gigabit Copper PCAP Servers</b>					
127	2	754520-B21	HP DL160 Gen9 8SFF CTO Server	\$	\$
128	2	754520-B21 ABA	U.S. - English localization	\$	\$
129	2	763235-L21	HP DL160 Gen9 E5-2603v3 FIO Kit	\$	\$



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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
130	4	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$	\$
131	4	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$	\$
132	2	726536-B21	HP 9.5mm SATA DVD-ROM Jb Gen9 Kit	\$	\$
133	2	725585-B21	HP DL160 Gen9 CPU1 Riser FIO Kit	\$	\$
134	2	774621-B21	HP DL160 Gen9 8SFF w/ H240 Cbl Kit	\$	\$
135	2	761873-B21	HP H240 FIO Smart HBA	\$	\$
136	2	734807-B21	HP 1U SFF Easy Install Rail Kit	\$	\$
137	4	813534-B21	HP 800W/900W Gold AC Pwr Input FIO Mdl	\$	\$
138	2	813535-B21	HP Server RPS Backplane FIO Kit	\$	\$
139	2	725587-B21	HP DL160 Gen9 Redundant Fan Kit	\$	\$
140	2	P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	\$	\$
141	1	H7J32A3	HPE 3Y Foundation Care NBD Service	\$	\$
142	2	H7J32A3 TT6	HP ProLiant DL160 Gen9 Support	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
<b>Qty 16 10Gigabit SFP PCAP Servers</b>					
143	16	754520-B21	HP DL160 Gen9 8SFF CTO Server	\$	\$
144	16	754520-B21 ABA	U.S. - English localization	\$	\$
145	16	763235-L21	HP DL160 Gen9 E5-2603v3 FIO Kit	\$	\$
146	32	726718-B21	HP 8GB 1Rx4 PC4-2133P-R Kit	\$	\$
147	32	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$	\$
148	16	726536-B21	HP 9.5mm SATA DVD-ROM Jb Gen9 Kit	\$	\$
149	16	725585-B21	HP DL160 Gen9 CPU1 Riser FIO Kit	\$	\$
150	16	774621-B21	HP DL160 Gen9 8SFF w/ H240 Cbl Kit	\$	\$
151	16	761873-B21	HP H240 FIO Smart HBA	\$	\$
152	16	652503-B21	HP Ethernet 10Gb 2P 530SFP+ Adptr	\$	\$
153	32	455883-B21	HP BLc 10G SFP+ SR Transceiver	\$	\$
154	16	734807-B21	HP 1U SFF Easy Install Rail Kit	\$	\$
155	32	813534-B21	HP 800W/900W Gold AC Pwr Input FIO Mdl	\$	\$

Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
156	16	813535-B21	HP Server RPS Backplane FIO Kit	\$	\$
157	16	725587-B21	HP DL160 Gen9 Redundant Fan Kit	\$	\$
158	16	P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	\$	\$
159	1	H7J32A3	HPE 3Y Foundation Care NBD Service	\$	\$
160	16	H7J32A3 TT6	HP ProLiant DL160 Gen9 Support	\$	\$
<b>Qty 3 10Gigabit SFP Gigamon PCAP Servers</b>					
161	3	719064-B21	HP DL380 Gen9 8SFF CTO Server	\$	\$
162	3	719064-B21 ABA	U.S. - English localization	\$	\$
163	3	719050-L21	HP DL380 Gen9 E5-2630v3 FIO Kit	\$	\$
164	6	726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	\$	\$
165	6	781518-B21	HP 1.2TB 12G SAS 10K 2.5in SC ENT HDD	\$	\$
166	3	749974-B21	HP Smart Array P440ar/2G FIO Controller	\$	\$
167	3	652503-B21	HP Ethernet 10Gb 2P 530SFP+ Adptr	\$	\$
168	6	455883-B21	HP BLc 10G SFP+ SR Transceiver	\$	\$

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Line	Quantity	Manufacturer Part #	Description	Unit Price	Total Price
169	3	733660-B21	HP 2U SFF Easy Install Rail Kit	\$	\$
170	6	720479-B21	HP 800W FS Plat Ht Plg Pwr Supply Kit	\$	\$
171	3	P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	\$	\$
172	3	339778-B21	HP Raid 1 Drive 1 FIO Setting	\$	\$
173	1	H7J32A3	HPE 3Y Foundation Care NBD Service	\$	\$
174	3	H7J32A3 TT3	HP ProLiant DL380 Gen9 Support	\$	\$

Total Cost: \$ \_\_\_\_\_

Provide delivery time in business days from receipt of purchase order \_\_\_\_\_ days.

Provide a percentage off manufacturer's list price that you can provide for additional Hewlett Packard Equipment purchased by UNLV through December 31, 2016. \_\_\_\_\_

Provide a percentage off manufacturer's list price that you can provide for additional Hewlett Packard Support and Services purchased by UNLV through December 31, 2016. \_\_\_\_\_





**EXHIBIT B  
MINIMUM CONTRACT TERMS FOR THE IFB  
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS**

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this IFB. The final Contract will include details specific to the scope of this IFB, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

This Contract # \_\_\_\_\_ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, ("UNLV or UNLV") and **(INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY],** ("Contractor"), and is based on the following facts:

**RECITALS**

UNLV \_\_\_\_\_ [**INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES**].

On \_\_\_\_\_, 20\_\_\_\_, UNLV issued its Invitation For Bid No. \_\_\_\_\_ (the "**IFB**") seeking proposals from qualified contractors to provide \_\_\_\_\_ services in connection with the \_\_\_\_\_.

On \_\_\_\_\_, 20\_\_\_\_, Contractor submitted a bid ("**Bid**") in response to the IFB.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

**AGREEMENT**

**ARTICLE I  
TERM**

**A. INITIAL TERM**

The Contract shall commence as of the Effective Date and remain in effect for three years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

**B. CONTRACT EXTENSION**

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

**ARTICLE II  
SCOPE OF CONTRACT**

Contractor shall provide the following goods and services ("**Services**" (including any applicable Deliverables)):

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This Contract, together with all attachments, addenda, and exhibits, the IFB, and the Bid (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the IFB, and (3) the Bid (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

**ARTICLE III  
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

**ARTICLE IV  
DEFAULT**

**A. DEFAULT BY CONTRACTOR**

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata

amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, or incidental damages.

## B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

## ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

### A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
  - Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability –
    - Must be on a per occurrence basis.
    - Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
    - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
  - 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.



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- 4) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 5) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications  
Contractor shall:
  - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
  - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
  - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
  - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
  - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
  - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
  - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -
  1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
  2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements  
Prior to the start of any work, Contractor must provide the following documents to UNLV:

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- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

**B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE**

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

**C. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

**B. ASSIGNS AND SUCCESSORS**

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

**C. COMPLIANCE**

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Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

**D. CONFIDENTIALITY**

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

**E. DEBARMENT/SUSPENSION STATUS**

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

**F. EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

**G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

**H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

**I. INDEPENDENT CONTRACTOR**

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall

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be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

**J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

**K. NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

UNLV as follows:                    Director of Purchasing and Contracts  
    University of Nevada, Las Vegas  
    4505 S. Maryland Parkway  
    Las Vegas NV 89154-1033

Contractor as follows:

**(INSERT NAME AND ADDRESS OF CONTRACTOR)**

**L. OWNERSHIP OF MATERIALS**

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

**M. TAXES, LICENSES AND PERMITS**

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

**N. TERMINATION FOR CONVENIENCE**

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

**O. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING**

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

**Q. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and

c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**S. JOINDER**

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

**T. AUDIT**

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

**U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES**

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

**V. SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

**W. NO MALWARE WARRANTY**

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction

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mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

**X. REMOTE ACCESS**

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to provide the Services.

**Y. MAINTENANCE**

In the event that Contractor reserves the right to alter Support/Maintenance/support from time to time, such alterations shall not result in (i) diminished support from the level of Support/Maintenance/support set forth in this Contract, or if the support terms are instead set forth online and referenced herein, as set forth online at the date of execution of this Contract; (ii) materially diminished obligations for Contractor; (iii) materially diminished UNLV's rights; or (iv) higher fees during the then-current Term. Contractor shall provide UNLV with thirty (30) days' prior written notice of any permitted material changes to the Support/Maintenance/support contemplated.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

**(TYPE IN THE NAME OF THE CONTRACTOR)**

**APPROVED:**

BY:

\_\_\_\_\_  
(TYPE IN NAME OF APPROVER) Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED:**

BY:

\_\_\_\_\_  
**TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT AUTHORIZED TO SIGN** Date

BY:

\_\_\_\_\_  
Gerry J. Bomotti, Senior Vice President for Finance and Business Date

BY:

\_\_\_\_\_  
Nancy B. Rapoport, Executive Vice President and Provost Date



**Bid # 5214-KO**

BY:

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Len Jessup, President

Date

**APPROVED AS TO LEGAL FORM:**

By:

---

Elda Luna Sidhu, General Counsel

Date

**APPROVED:**

---

Daniel Klaich, Chancellor

Date

# HPE Proactive Care Service

## Support Services



### Service benefits

HPE Proactive Care Service can help you to improve the return on your investment in a converged infrastructure with features designed to help provide:

- Faster resolution from specially trained, solution-oriented advanced resources who manage the incident from start to finish
- Recommendations for firmware version and software patching on supported products to help prevent problems<sup>1</sup>
- Identification of risks and issues through regular device-based proactive scans that help ensure that configurations are consistent with Hewlett Packard Enterprise best practices<sup>1</sup>
- Access to a remote HPE Technical Account Manager, who can provide advice and guidance on issues, risks, and recommendations identified by Remote Support Technology<sup>2</sup>

<sup>1</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

<sup>2</sup> Remote Support Technology refers to Hewlett Packard Enterprise proprietary service tools used to connect HPE products to HPE for service delivery, including HPE Insight Remote Support, HPE 3PAR StoreServ Remote Service and Support, and HPE Direct Connect.

## Service overview

HPE Proactive Care offers an integrated set of reactive and proactive services designed to help you improve the stability and operation of your converged infrastructure to achieve better business outcomes. In a complex converged and virtualized environment, many components need to work together effectively. HPE Proactive Care has been specifically designed to support devices in these environments, providing enhanced support that covers servers, operating systems, hypervisors, storage, storage area networks (SANs), and networks.

In the event of a service incident, HPE Proactive Care provides you with an enhanced call experience with access to advanced technical solution specialists, who will manage your case from start to finish with the goal of reducing the impact to your business while helping you resolve critical issues more quickly. Hewlett Packard Enterprise employs enhanced incident management procedures intended to provide rapid resolution of complex incidents. In addition, the technical solution specialists providing your HPE Proactive Care support are equipped with automation technologies and tools designed to help reduce downtime and increase productivity.

Should an incident occur, HPE Proactive Care 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.

HPE Proactive Care includes firmware and software version analysis for supported devices, providing you with a list of recommendations to keep your HPE Proactive Care covered infrastructure at the recommended revision levels. You will receive a regular proactive scan of your HPE Proactive Care covered devices, which can help you to identify and resolve configuration problems. HPE Proactive Care also provides quarterly incident reporting intended to help you identify problem trends and prevent repeat problems.

HPE Proactive Care uses Remote Support Technology to enable faster delivery of services by collecting technical configuration and fault data. Running the current version of Remote Support Technology is required to receive full delivery and benefits from this support service.

**Table 1. Service features overview**

FEATURE	DESCRIPTION
<b>HPE support resources</b> (see table 2 for details)	<ul style="list-style-type: none"> <li>• HPE Technical Account Manager (TAM)</li> <li>• HPE Technical Solution Specialist (TSS)</li> </ul>
<b>Problem prevention</b> (see table 3 for details)	<ul style="list-style-type: none"> <li>• Firmware and Software Version Report and Recommendations<sup>3</sup></li> <li>• Proactive Scan Report and Recommendations<sup>3</sup></li> <li>• Incident Report</li> <li>• Report distribution to HPE Support Center</li> <li>• Review with TAM</li> <li>• Remote Support Technology installation assistance</li> </ul>
<b>Incident management</b> (see table 4 for details)	<ul style="list-style-type: none"> <li>• Enhanced call handling</li> <li>• Automatic call logging capability<sup>3</sup></li> <li>• Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products</li> <li>• Knowledge database and HPE Support Center access</li> <li>• Replacement parts and materials</li> <li>• Access to firmware updates (for eligible products)</li> </ul>

<sup>3</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

**Table 1. Service features overview** (continued)

FEATURE	DESCRIPTION
<b>Incident management service levels</b> (see table 4 for details)	<ul style="list-style-type: none"> <li>• Hardware reactive support choices at three levels:               <ul style="list-style-type: none"> <li>– HPE Next Business Day Proactive Care Service</li> <li>– HPE 4-hour 24x7 Proactive Care Service</li> <li>– HPE 6-hour Call-to-Repair Proactive Care Service</li> </ul> </li> <li>• Software reactive support:               <ul style="list-style-type: none"> <li>– 24x7 software support</li> <li>– Software product and documentation updates</li> <li>– License to use software updates if purchased from Hewlett Packard Enterprise</li> <li>– Hewlett Packard Enterprise recommended software and documentation updates method</li> </ul> </li> </ul>
<b>Optional services</b> (see table 5 for details)	<ul style="list-style-type: none"> <li>• Additional technical expertise</li> <li>• HPE Defective Media Retention (DMR)</li> <li>• HPE Comprehensive Defective Material Retention (CDMR)</li> </ul>

**Table 2. Specifications:** HPE support resources

FEATURE	DELIVERY SPECIFICATIONS
<b>Support resources</b>	The Customer has access to the following trained technical specialists.
<b>HPE Technical Account Manager (TAM)</b>	Hewlett Packard Enterprise Technical Account Managers (TAMs) are a remotely located team of specialists providing proactive services. HPE employs Remote Support to provide the Customer with scheduled product-based proactive firmware and software version analysis, proactive scans, and incident reporting. TAMs are available during standard HPE business hours to discuss these reports and recommendations, on request.
<b>HPE Technical Solution Specialist (TSS)</b>	Hewlett Packard Enterprise Technical Solution Specialists (TSSs) provide remote incident support and handle cases from call receipt to call closure. A TSS may engage additional specialist resources, as required, to help achieve resolution. The TSS will remain engaged from case creation through to closure to help ensure a consistent end-to-end support experience for the Customer.

**Table 3. Specifications:** Problem prevention and personalized technical expertise

FEATURE	DELIVERY SPECIFICATIONS
<b>Firmware and Software Version Report</b>	<p>Hewlett Packard Enterprise will publish a set of reports that contain HPE's analysis and recommendations (where appropriate) covering the devices under the HPE Proactive Care support agreement. Remote Support Technology is used to capture the necessary revision and configuration data to enable analysis and report creation. These reports will be published to the HPE Support Center (HPESC) for the Customer to access. Once the report is reviewed by the Customer, a TAM can be contacted to remotely discuss the report content to gain a better understanding of the HPE recommendations and observations contained within the report.</p> <p>IT reliability and stability can be impacted by the levels of the Customer's software and firmware revisions. Twice a year, Hewlett Packard Enterprise reviews the products under the HPE Proactive Care contract to verify that they are at HPE recommended revision levels. HPE provides the Customer with access to a report containing its recommendations for applicable software versions, patches, and firmware revisions for each covered device.</p> <p>HPE performs the following core deliverables using Remote Support Technology as part of the firmware and software version recommendation activity.<sup>3</sup></p> <p><b>Firmware version recommendations</b></p> <p>The report will indicate the installed and Hewlett Packard Enterprise recommended firmware revisions for the devices covered by the HPE Proactive Care contract. The firmware analysis is limited to supported devices.</p> <p>Installation is also provided for firmware defined by HPE as non-customer installable. HPE will install these firmware updates, if requested by the Customer, during the related hardware device support coverage window at no additional charge to the Customer. If HPE determines that the firmware update is designed for remote installation, then additional charges may be applied for onsite installation of the non-customer-installable firmware updates. HPE can provide telephone support for firmware defined as customer installable during the related hardware device support coverage window. The Customer can purchase additional services to install customer-installable firmware.</p> <p><b>Software version recommendations</b></p> <p>Hewlett Packard Enterprise will provide the Customer with patch analysis and HPE's update recommendations for all covered operating systems, virtualization software, or software required to operate storage devices that are covered under HPE Proactive Care support.<sup>4</sup> Update recommendations are provided by comparing the Customer's current version information against the latest supported releases. HPE Proactive Care provides the Customer with HPE's general recommendations, which are intended to address critical gaps with individual devices or products.</p> <p>The Customer is responsible for installing all software patches and updates. HPE can provide telephone assistance, if requested, to help the Customer with the installation of software patches for supported software. The Customer can purchase additional services to have HPE install supported software revisions and patches.</p> <p>For select operating systems or virtualization software<sup>4</sup> that is not directly covered by an HPE Proactive Care agreement but is running on an underlying server covered by HPE Proactive Care support, HPE will provide an annual report indicating the latest software revisions available.</p> <p>Certain third-party products may not be covered under this service feature. Please consult a Hewlett Packard Enterprise representative or authorized Hewlett Packard Enterprise channel partner for more details.</p>

<sup>3</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

<sup>4</sup> A list of HPE Proactive Care supported products with selected operating system and virtualization software can be found at [hpe.com/services/proactivecaresupportedproducts](https://hpe.com/services/proactivecaresupportedproducts).

**Table 3. Specifications:** Problem prevention and personalized technical expertise (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Proactive Scan Report</b>	<p>Twice a year, Hewlett Packard Enterprise performs a proactive scan of HPE Proactive Care supported devices in the Customer's computing environment. For HPE servers and certain storage and networking products, this service provides a technical device assessment that is designed to help identify potential system configuration problems.</p> <p>Remote Support Technology is used to collect, transport, and analyze configuration and revision data to identify trends, revisions, or parameters that may impact operation. This analysis uses diagnostic tools and processes to compare the devices to HPE management best practices or support advisories. HPE then prepares a report that details the findings and highlights potential risks and issues that require resolution or investigation, identifies deviations from HPE best practices, and recommends a possible course of action to address them.<sup>5</sup></p>
<b>Incident Report</b>	<p>The Customer has access to a quarterly report that provides certain details regarding the Customer's case history and trends. The report captures Hewlett Packard Enterprise incidents logged over the reporting period for electronic and manually submitted cases for the devices covered by the Proactive Care service agreement. Details are provided for each case submitted, specifically call submission information, hardware part consumption (if applicable), and call closure summary.</p>
<b>Report distribution to the HPE Support Center (HPESC)</b>	<p>Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports are provided electronically as part of this service. Reports are distributed through the Hewlett Packard Enterprise Support Center (HPESC) portal using security features designed to maintain confidentiality. Reports are published to the Customer's HPE Support Center account for access by authorized Customer users. For more information about report access, visit <a href="https://hpe.com/services/proactivecarecentral">hpe.com/services/proactivecarecentral</a>.</p>
<b>Review with Technical Account Manager (TAM)</b>	<p>For Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports, a TAM is available remotely to discuss the report content and the potential implications to the Customer's operations.</p> <p>Once the report is available in the HPESC, a TAM is available (on request via HPESC or phone) during standard business hours to discuss with the Customer the report analysis, Hewlett Packard Enterprise's recommendations, and potential implications. Implementation of the recommendations is not included as part of this service, and is the Customer's responsibility; however, additional assistance can be purchased from HPE to implement the recommendations.</p>

<sup>5</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

**Table 3. Specifications:** Problem prevention and personalized technical expertise (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Remote Support Technology installation assistance</b>	<p>Hewlett Packard Enterprise Proactive Care Service uses HPE proprietary service tools, which are referred to in this data sheet as Remote Support Technology. Remote Support Technology is the principal method for delivering device monitoring, automated case creation, and a variety of proactive reports. The current version of Remote Support Technology, with the data collections function enabled, is a prerequisite for delivery of HPE Proactive Care Service. If the Customer does not install and operate the current version of Remote Support Technology, HPE will not provide the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote monitoring, and automated call logging deliverables of Proactive Care Service. See further details in the <b>Service limitations</b> and <b>Service prerequisites</b> sections.</p> <p><b>Remote Support Technology installation assistance</b></p> <p>Hewlett Packard Enterprise Remote Support Technology is made available to HPE Support customers as a feature of Proactive Care Service.</p> <p>The Customer is responsible for installing Remote Support Technology. In order to help ensure a successful installation of Hewlett Packard Enterprise Remote Support Technology, HPE will provide remote technical advice and assistance on the installation and configuration of the initial Remote Support Technology installation upon the Customer's request.</p> <p>As part of this activity, Hewlett Packard Enterprise will explain the features and benefits of Remote Support Technology and recommend the appropriate configuration based on the type and number of devices supported in the Customer's HPE Proactive Care environment.</p> <p>To maintain ongoing eligibility for this service, the Customer is responsible for enabling data transfer to Hewlett Packard Enterprise, correctly adding devices to the configuration, installing future upgrades, and maintaining the Customer contact details configured in the Remote Support Technology solution. For more information about Remote Support Technology, visit <a href="http://hpe.com/services/proactivecarecentral">hpe.com/services/proactivecarecentral</a>.</p>

**Table 4. Specifications:** Incident management

FEATURE	DELIVERY SPECIFICATIONS
<b>Enhanced call handling</b>	<p>The Customer can contact Hewlett Packard Enterprise 24 hours a day, 7 days a week. When the Customer calls with a critical incident, HPE aims to either connect the Customer to a TSS or call the Customer back within 15 minutes.</p> <p>The TSS is trained to address issues in complex computing environments and has access to Hewlett Packard Enterprise's full array of technical knowledge and resources engaged with the goal to help rapidly diagnose and resolve issues. In the event that there is a hardware issue requiring onsite service, a Hewlett Packard Enterprise customer engineer is dispatched to the Customer's site in accordance with the purchased hardware onsite reactive service level for that affected device. In addition to providing troubleshooting, the TSS employs rigorous case management and escalation procedures and engages additional technical specialists as needed.</p> <p>Hardware support onsite response times and call-to-repair time commitments, as well as software support remote response times, differ depending on incident severity and the purchased onsite coverage level. The Customer determines the incident severity level when logging or confirming a case with Hewlett Packard Enterprise. Incident severity levels are defined in the <b>General provisions/Other exclusions</b> section.</p> <p>Once a service request has been placed and Hewlett Packard Enterprise has acknowledged<sup>6</sup> receipt of the case, HPE will work to isolate the hardware or software problem and to troubleshoot, remedy, and attempt to resolve the problem remotely with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostic tests using innovative automation tools to access covered products, or HPE may use other means available to facilitate remote problem resolution.</p> <p>Incident cases for Hewlett Packard Enterprise connected products using Remote Support Technology can be automatically created 24x7, as described below. Customers may also report problems to HPE via a special access phone number or electronically via HPE Support Center.</p> <p>HPE retains the right to determine the final resolution of all reported problems.</p>
<b>Automatic call logging capability<sup>8</sup></b>	<p>For supported devices, automatic call logging capabilities are enabled so that devices will submit hardware service incidents directly to Hewlett Packard Enterprise using Remote Support Technology.<sup>7</sup> Incidents are submitted with "failure data" 24x7 and are responded to within the service-level coverage timeframe for the associated device. Where configured, HPE Insight Online can provide a single point of visibility to incidents and resolution.</p>

<sup>6</sup> Please see the "General provisions/Other exclusions" section for more details.

<sup>7</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.



**Table 4. Specifications:** Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products<sup>8</sup></b>	<p>Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software<sup>8</sup> that resides on hardware covered by Hewlett Packard Enterprise Proactive Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's request.</p> <p>If Hewlett Packard Enterprise determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV.</p> <p>Collaborative Call Management can be provided only in cases where Customers have appropriate active support agreements in place with selected ISVs and the Customer has taken the steps necessary<sup>9</sup> to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.</p> <p>Basic Software Support and Collaborative Call Management applies only to select ISV Software<sup>8</sup> when that software is not under HPE support. When ISV Software is covered by HPE Software Support, support is provided as described in the "Hardware and software incident support" section of this table.</p>
<b>Knowledge database and HPE Support Center (HPESC) access</b>	<p>Hewlett Packard Enterprise provides access to the HPE Support Center (HPESC) as part of HPE Proactive Care Service. HPESC provides personalized access to HPE Insight Online (personalized dashboard), support forums, support case submittal, drivers, patch management, software updates, and warranty/contract coverage.</p> <p>HPESC access and functionality are enabled through the linking of the Customer's HPE Passport with Service Agreements, and must be done to enable all available features. For more information, visit <a href="http://hpe.com/services/proactivecarecentral">hpe.com/services/proactivecarecentral</a>.</p> <p>Through HPESC, the Customer has access to:</p> <ul style="list-style-type: none"> <li>• Published Proactive Care reports for the Customer</li> <li>• Subscription to hardware-related proactive service notifications, and participation in support forums for solving problems and sharing best practices with other registered users</li> <li>• Expanded Web-based searches of entitled technical support documents to facilitate faster problem-solving</li> <li>• Certain Hewlett Packard Enterprise proprietary service diagnostic tools with password access</li> <li>• A Web-based tool for submitting questions directly to Hewlett Packard Enterprise; the tool helps to resolve problems quickly with a prequalification process that routes the support or service request to the resource qualified to answer the question; the tool also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone</li> <li>• Hewlett Packard Enterprise and available third-party hosted knowledge databases, which can be searched for certain third-party products in order to retrieve product information, get answers to support questions, and participate in support forums; this service may be limited by third-party access restrictions</li> <li>• Services, which the Customer can browse, select, and schedule using credits, and view the current balance of credits</li> </ul>

<sup>8</sup> For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to [hpe.com/services/collaborativesupport](http://hpe.com/services/collaborativesupport). In addition to the products covered on this list, any additional ISV products and variations on these deliverables are noted at [hpe.com/services/proactivecaresupportedproducts](http://hpe.com/services/proactivecaresupportedproducts).

<sup>9</sup> See the "Customer responsibilities" section for steps required.

**Table 4. Specifications:** Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Replacement parts and materials</b>	<p>Hewlett Packard Enterprise will provide replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. All replaced parts become the property of HPE unless optional defective material retention or comprehensive defective material retention service options have been purchased. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part.</p> <p>Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumable parts is the responsibility of the Customer. Some exceptions may apply; contact Hewlett Packard Enterprise for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and onsite response times do not apply to repair or replacement of the covered consumable part.</p> <p><b>Maximum supported lifetime/maximum usage</b> Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.</p>
<b>Firmware updates for eligible products</b>	<p>As Hewlett Packard Enterprise releases entitled firmware updates to HPE hardware products, updates are only made available to Customers with an active agreement that entitles them to access these updates.</p> <p>HPE Proactive Care Customers will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.</p> <p>Hewlett Packard Enterprise will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this data sheet and other applicable agreements with HPE.</p> <p>Hewlett Packard Enterprise may take additional reasonable steps, including audits, to verify the Customer's adherence to terms of their agreements with HPE, including this data sheet.</p> <p>For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), the Customer must also have, if available, an active HPE Software Support agreement to receive, download, install, and use related firmware updates. Hewlett Packard Enterprise will provide, install, or assist the Customer with the installation of firmware updates as previously described in this document only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.</p>

**Table 4. Specifications:** Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Incident management service-level choices</b>	
<b>Hardware and software incident support</b>	<p>Each HPE Proactive Care Service level includes problem prevention and incident management support for hardware and software products. For each HPE Proactive Care Service level, Hewlett Packard Enterprise provides all the core problem prevention service features noted in tables 2 and 3, as well as the related core incident management service features noted in this table.</p> <p>For hardware products, the HPE Proactive Care portfolio offers three distinct hardware service levels:<sup>10</sup></p> <ul style="list-style-type: none"> <li>• HPE Next Business Day Proactive Care Service</li> <li>• HPE 4-hour 24x7 Proactive Care Service</li> <li>• HPE 6-hour Call-to-Repair Proactive Care Service</li> </ul> <p>The HPE Proactive Care portfolio also offers the same three service levels with the inclusion of hardware defective media retention (DMR) and comprehensive defective material retention (CDMR) as additional optional service features that the Customer may elect to purchase based upon their requirements.</p> <p>For eligible products, the DMR service feature option, if purchased, allows the Customer to retain a defective hard disk or eligible SSD/Flash Drive that the Customer 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 DMR service option. In addition to DMR, the CDMR service feature option, if purchased, allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the CDMR service option. See table 5 for more information.</p> <p>For software products, HPE Proactive Care Service provides software support 24 hours per day, 7 days per week including HPE holidays. Once a noncritical software service request (severity 3 or 4) is received, Hewlett Packard Enterprise will respond to the call within 2 hours after the service request has been logged. HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. The Customer receives assistance with troubleshooting incidents and resolving configuration parameters. For critical software response (severity 1 or 2) situations, please refer to the 'Enhanced call handling' feature described earlier in this document.</p> <p>The variations in the HPE Proactive Care reactive hardware service levels are outlined in the section that follows. All coverage windows are subject to local availability.</p> <p>Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.</p>

<sup>10</sup> All service levels may not be available on all products.

**Table 4. Specifications:** Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>Hardware support options</b>	
<b>HPE Next Business Day Proactive Care Service</b>	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p><b>Hardware support coverage window:</b></p> <ul style="list-style-type: none"> <li>Standard business hours, standard business days (9x5): Onsite service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.</li> </ul> <p><b>Hardware onsite support response time:</b></p> <ul style="list-style-type: none"> <li>Next Business Day onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" area of the <b>Service limitations</b> section. Availability of response times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.</li> </ul>
<b>HPE 4-hour 24x7 Proactive Care Service</b>	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p><b>Hardware support coverage window:</b></p> <ul style="list-style-type: none"> <li>24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.</li> </ul> <p><b>Hardware onsite support response time:</b></p> <ul style="list-style-type: none"> <li>4-hour onsite response: An Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the onsite coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" area of the <b>Service limitations</b> section. Availability of response times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.</li> </ul>
<b>HPE 6-hour Call-to-Repair Proactive Care Service</b>	<p>Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:</p> <p><b>Hardware support coverage window:</b></p> <ul style="list-style-type: none"> <li>24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.</li> </ul> <p><b>Hardware call-to-repair time commitment:</b></p> <p>For critical incidents (severity 1 and 2), HPE will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware onsite support" and "Hardware call-to-repair commitment" areas of the <b>Service limitations</b> section. Availability of response times and call-to-repair times is dependent on the proximity of the Customer site to a HPE-designated support hub. See table 6 for more details. Please contact HPE for further information.</p> <p>For noncritical incidents (severity 3 and 4) or at the Customer's request, HPE will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in the <b>General provisions/Other exclusions</b> section.</p> <p>Call-to-repair time refers to the period of time that begins when the initial hardware service request has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the <b>General provisions/Other exclusions</b> section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the reported event is closed with the explanation that HPE has determined that it does not currently require onsite intervention.</p>

**Table 4. Specifications:** Incident management (continued)

FEATURE	DELIVERY SPECIFICATIONS
<b>HPE 6-hour Call-to-Repair Proactive Care Service (continued)</b>	<p>Repair is considered complete upon Hewlett Packard Enterprise verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data, and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic, or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently replace the product in order to meet the call-to-repair time commitment. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.</p> <p>It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes so that the hardware call-to-repair time commitment can be put into effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HPE will provide a 4-hour onsite response time.</p> <p>Enhanced parts inventory management (call-to-repair time commitment only)</p> <p>To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.</p>
<b>Software support options</b>	
<b>Software product and documentation updates</b>	<p>As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how the Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when they are required to download, install, or run the latest software revision.</p> <p>For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPESC. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates.</p> <p>For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.</p>
<b>License to use software updates</b>	<p>The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the HPE or original manufacturer software license terms.</p> <p>The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.</p>
<b>HPE recommended software and documentation updates method</b>	<p>For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by HPE. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.</p>

**Table 5. Specifications:** Optional services

FEATURE	DELIVERY SPECIFICATIONS
<b>Additional technical expertise</b>	The provision of additional technical expertise is an optional feature and is a flexible way to augment and complement the Customer's own IT team skills, providing specialist capacity on an as-needed basis. If the Customer wishes to access technical services from HPE, such services can be provided through the per-event HPE Technical Services portfolio or by purchasing HPE Proactive Select credits. More information on HPE Proactive Select can be found at <a href="https://hpe.com/services/proactiveselect">hpe.com/services/proactiveselect</a> .
<b>HPE Defective Media Retention</b>	For eligible products, this service feature option allows the Customer to retain defective hard Disk or eligible SSD/Flash Drive components that the Customer 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 service option.
<b>HPE Comprehensive Defective Material Retention</b>	In addition to defective media retention, this service feature option allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention service option. The components that can be retained under this service feature are outlined in the document located at <a href="https://hpe.com/services/cdmr">hpe.com/services/cdmr</a> .

**Table 6. Specifications:** Service travel zones

FEATURE	DELIVERY SPECIFICATIONS		
<b>Geographic locations</b>	Travel zones and charges, if applicable, may vary in some geographic locations.		
<b>Travel zones table for hardware onsite response time</b>	<b>Distance from HPE-designated support hub</b>	<b>4-hour hardware onsite response time</b>	<b>Next-day hardware onsite response time</b>
	0–100 miles (0–160 km)	4 hours	Next coverage day
	101–200 miles (161–320 km)	8 hours	1 additional coverage day
	201–300 miles (321–480 km)	Established at time of order and subject to availability	2 additional coverage days
	More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability
<b>Hardware call-to-repair time commitment</b>	A hardware call-to-repair time commitment is available for sites located within 50 miles (80 km) of a HPE-designated support hub. Travel zones and charges may vary in some geographic locations. The hardware call-to-repair time commitment is not available for sites located more than 100 miles (160 km) from a HPE-designated support hub. For sites that are located from 51 to 100 miles (81 to 160 km) of a HPE-designated support hub, an adjusted hardware call-to-repair time commitment applies, as shown in the table that follows.		

**Table 6. Specifications:** Service travel zones (continued)

FEATURE	DELIVERY SPECIFICATIONS	
<b>Travel zone table for hardware call-to-repair time commitment</b>	<b>Distance from HPE-designated support hub</b>	<b>6-hour hardware call-to-repair time</b>
	0–50 miles (0–80 km)	6 hours
	51–100 miles (81–160 km)	8 hours
	More than 100 miles (160+ km)	Not available

## Service limitations

Services provided within the scope of one HPE Proactive Care support contract are restricted to the IT environment under the direct day-to-day management of one IT manager, in one country. Unless otherwise specified or arranged, proactive and consultative services are performed during standard local HPE business hours and days excluding HPE holidays. Except as otherwise noted in this document, the scope of HPE Proactive Care Service is limited to the products under the HPE Proactive Care support contract.

In cases where the Customer purchases additional HPE Proactive Care support, at the discretion of Hewlett Packard Enterprise, the proactive service deliverables for the additional devices will be delivered with the existing devices under contract.

The Firmware and Software Version Report and Proactive Scan Report require the installation of the current version of Remote Support Technology with the data collections function enabled. Should Remote Support Technology not currently support a device, the Customer will be requested to manually collect the data required to enable Hewlett Packard Enterprise to include that device in the reports listed above. In this event, HPE will provide the Customer with clear instructions on how and when to manually collect and transfer the necessary data. This data needs to be supplied to HPE within the required timelines in order for HPE to include it in the reports listed above; otherwise, HPE will be under no obligation to provide the reports listed above on these devices and there will be no reduction in fee charges for HPE Proactive Care Service as a result.

The current supported devices list is available as part of the release notes for Insight Remote Support, which can be found at [hpe.com/services/getconnected](https://hpe.com/services/getconnected).

### Scope of products covered

This service is available for selected servers, software, storage devices, storage arrays, network devices, and storage area networks only, as noted a [hpe.com/services/proactivecaresupportedproducts](https://hpe.com/services/proactivecaresupportedproducts).

The features of this service may differ, or be limited, based on specific devices or software. Please check with a Hewlett Packard Enterprise sales office or Hewlett Packard Enterprise sales representative for specific limitations and local availability.

**General limitations**

Hewlett Packard Enterprise delivery staff will provide the required proactive deliverables defined in table 3 during standard local HPE business hours excluding HPE holidays, either remotely or onsite, at the discretion of HPE. If these deliverables are required outside of standard business hours, additional charges may apply and are subject to local availability.

Hewlett Packard Enterprise retains the right to determine the final resolution of all service requests.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by Hewlett Packard Enterprise
- Services that, in the opinion of Hewlett Packard Enterprise, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software
- Operational testing of applications, or additional tests requested or required by the Customer
- Services that, in Hewlett Packard Enterprise's opinion, are required due to improper treatment or use of the products or equipment
- Services required due to failure of the Customer to take avoidance action previously advised by Hewlett Packard Enterprise
- Backup and recovery of the operating system, other software, and data
- Implementation of any Hewlett Packard Enterprise recommendations provided as part of this service
- Installation of any customer-installable firmware and/or software updates

**Hardware call-to-repair commitment**

If an upfront audit is required by Hewlett Packard Enterprise, the hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. In addition, HPE reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe.

Hardware call-to-repair time options are specified in the "HPE 6-hour Call-to-Repair Proactive Care Service" section (see table 4). All call-to-repair times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on availability.

The hardware repair time commitment may vary for specific products.

A call-to-repair time commitment does not apply to software products or when the Customer chooses to have Hewlett Packard Enterprise prolong diagnosis rather than execute recommended server recovery procedures.

A call-to-repair time commitment does not apply if the Customer does not install and operate the current version of Remote Support Technology on all devices. A call-to-repair time commitment is also not available for devices that are not supported by Remote Support Technology. The Customer remains responsible for full payment of all fees associated with the provision of HPE Proactive Care Service.

Call-to-repair time commitments and onsite response times do not apply to the repair or replacement of defective or depleted batteries for selected enterprise storage arrays and enterprise tape products.

If the Customer requests scheduled service, the repair timeframe begins from the agreed-upon scheduled time.



At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as a keyboard, a mouse, certain hard disk drives, and other parts classified by HPE as Customer Self Repair (CSR) parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support and meet the call-to-repair time commitment, if applicable.

If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to [hpe.com/info/csr](http://hpe.com/info/csr).

The following activities or situations will suspend the call-to-repair time calculation (if applicable) until they are completed or resolved:

- Any Customer or third-party action or inaction impacting the repair process
- Any automated recovery processes triggered by the hardware malfunction, such as disk mechanism rebuild or sparing procedures
- Any other activities not specific to the hardware repair but required to verify that the hardware malfunction has been corrected, such as rebooting the operating system

Hewlett Packard Enterprise reserves the right to modify the call-to-repair time commitment as it applies to the Customer's specific product configuration, location, and environment. This is established at the time of the support agreement order and is subject to resource availability.

#### **Hardware onsite support**

At the discretion of Hewlett Packard Enterprise, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as a keyboard, a mouse, other parts classified as CSR parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support.

For hardware onsite response time options, Hewlett Packard Enterprise strongly recommends that the Customer install and operate the appropriate Remote Support solution, with a secure connection to HPE, in order to enable the delivery of the service. Response times are dependent on the location of the Customer's site in relation to a designated Hewlett Packard Enterprise support office. To check service availability, the Customer should contact their local Hewlett Packard Enterprise Services representative.

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods previously described. For technical hardware issues that cannot, in HPE's judgment, be resolved remotely, an Hewlett Packard Enterprise authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

Once an Hewlett Packard Enterprise authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available. Work to completion may not apply to onsite support provided for desktop, mobile, and consumer products. Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.

Notwithstanding anything to the contrary in this document or Hewlett Packard Enterprise's current standard sales terms, HPE will, for selected 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.

For incidents with covered hardware that cannot be resolved remotely, Hewlett Packard Enterprise will use commercially reasonable efforts to respond onsite in accordance with the purchased hardware onsite reactive coverage level of the affected device.

Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by Hewlett Packard Enterprise, as described in the **General provisions/Other exclusions** section. The onsite response time ends when the Hewlett Packard Enterprise authorized representative arrives at the Customer's site, or when the reported event is closed with the explanation that HPE has determined it does not currently require onsite intervention.

Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Hardware response time options available for eligible products are specified in the Service-level options listed in table 4. All response times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.

In the event that a CSR part is provided to return the system to operating condition, the onsite response time, if any, shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation. For more details on the CSR process and parts, please refer to [hpe.com/info/csr](https://hpe.com/info/csr).

### **Software**

For a Customer with multiple systems at the same location, Hewlett Packard Enterprise may limit the number of physical media sets containing software product and documentation updates provided as part of this service.

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service.

For some products, software updates include only minor improved features. New software versions must be purchased separately.

### **Limitations to the defective media retention and comprehensive defective material retention service feature options**

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by Hewlett Packard Enterprise due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

Data retentive components that are specified by Hewlett Packard Enterprise as consumable parts and/or have reached the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet are not covered by this service.

Defective media retention service and comprehensive defective material retention service coverage for options designated by Hewlett Packard Enterprise as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and Hewlett Packard Enterprise reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the defective media retention or comprehensive defective material

retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

## Service prerequisites

Hewlett Packard Enterprise, at its sole discretion, may require an audit on the covered products. If such an audit is required, a Hewlett Packard Enterprise authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, key system configuration information is collected and an inventory of the covered products is performed. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows HPE to survey and troubleshoot possible future hardware incidents so that repairs can be completed as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, via remote system access, via remote audit tools, or over the phone.

If an audit is required by Hewlett Packard Enterprise, it will take 30 days from the time this service is purchased to set up and perform the audits and processes that must be completed before the hardware call-to-repair time commitment can be put into effect. The hardware call-to-repair time commitment will not take effect until five (5) business days after the audit has been completed. Until such time, service for the covered hardware will be delivered at a 4-hour onsite response time service level.

In addition, Hewlett Packard Enterprise reserves the right to downgrade service to an onsite response time or cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe, unless the delay is caused by HPE.

For hardware call-to-repair time commitments, Hewlett Packard Enterprise requires that all devices and configurations must be supported by Remote Support Technology, and the Customer must install and operate the current version of Remote Support Technology with a secure connection to HPE, in order to enable the delivery of the service.

The installation and use of Remote Support Technology, including the installation and enabling of any agents and data transfer to Hewlett Packard Enterprise, is required to deliver the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote device monitoring, and automated call logging deliverables of HPE Proactive Care Service. During any such time that the Customer has not deployed Remote Support Technology, or if Customer configurations or devices are not supported by Remote Support Technology and the Customer does not take the steps necessary to provide the data required to HPE, HPE is not obligated to provide any impacted deliverables, and the Customer remains responsible for full payment of all fees associated with the provision of HPE Proactive Care Service.

Installation of customer-installable firmware and software is the responsibility of the Customer. There will be additional charges if the Customer requests that Hewlett Packard Enterprise install customer-installable firmware and software updates. Any additional charges to the Customer will be on a time and materials basis, unless otherwise previously agreed to in writing by HPE and the Customer. To be eligible to purchase this service, the Customer must be properly licensed to use the revision of the software product that is current at the beginning of the support agreement period; otherwise, an additional charge may be applied to bring the Customer into service eligibility.

The Customer must have rightfully acquired the license for any underlying firmware that will be covered under these services.

## Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, Hewlett Packard Enterprise or the Hewlett Packard Enterprise authorized service provider will, at HPE's discretion, i) not be obligated to deliver the services as described or ii) perform such service at the Customer's expense at the prevailing time and materials rates.

The Customer must provide accurate and complete information in a timely manner as required for Hewlett Packard Enterprise to perform the services.

For the proactive services provided by HPE Proactive Care Service, the Customer will provide HPE with the appropriate system manager contact information (name, email, and phone number) for the primary person responsible for the operational viability of the HPE Proactive Care covered infrastructure. The Customer's system manager contact will be used as the primary point of communication for initial service setup and general communications.

The call-to-repair time commitment is subject to the Customer providing immediate and unrestricted access to the system, as requested by Hewlett Packard Enterprise. The call-to-repair time commitment does not apply when system access, including physical, remote troubleshooting, and hardware diagnostic assessments, is delayed or denied. If the Customer requests scheduled service, the call-to-repair time period begins at the agreed-upon scheduled time.

Upon Hewlett Packard Enterprise request, the Customer will be required to support HPE's remote problem resolution efforts as well as proactive deliverables.

The Customer will:

- Start self-tests and install and run other diagnostic tools and programs
- Install customer-installable firmware updates and patches
- Run data collection 'scripts' on behalf of Hewlett Packard Enterprise when they cannot be initiated from Remote Support Technology
- Provide all information necessary for Hewlett Packard Enterprise to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Perform other reasonable activities to help Hewlett Packard Enterprise identify or resolve problems, as requested by HPE

The Customer is responsible for installing and configuring all supported devices and maintaining the appropriate Remote Support Technology with a secure connection to Hewlett Packard Enterprise. The Customer is responsible for providing all necessary resources in accordance with the Remote Support Technology release notes in order to enable the delivery of the service and options. The Customer must also provide any hardware required to host Remote Support Technology. When an Remote Support solution is installed, the Customer must also maintain the contact details configured in the version of Remote Support Technology that HPE will use in responding to a device failure. To receive Proactive Care Service proactive deliverables, the Customer must link their HPE Passport to one or more valid Service Agreements and enable Remote Support Technology data collection as outlined at [hpe.com/services/proactivecarecentral](https://hpe.com/services/proactivecarecentral).

The Customer should contact a local Hewlett Packard Enterprise representative for further details on requirements, specifications, and exclusions. For scheduled calls, the Customer shall promptly make the equipment available to HPE for remedial activities at the agreed-upon time.

In cases where CSR parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by Hewlett Packard Enterprise. In the event that HPE does not receive the defective part or

product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

In order for Hewlett Packard Enterprise to provide Collaborative Call Management, the Customer must have an active support agreement with the software vendor that includes the required service level and features that allow the Customer to place calls and receive support from the vendor. If the vendor requires it, the Customer will take any steps necessary to ensure that HPE can submit calls on the Customer's behalf. In addition, the Customer must provide HPE with the appropriate information needed for HPE to initiate a service call with the software vendor on behalf of the Customer. If the Customer does not meet these requirements, HPE will not be able to transfer calls to the vendor and assumes no responsibility for failure to do so. HPE's obligations are limited to the placement of support calls only. Purchase of Collaborative Call Management does not assign the support agreement between the Customer and vendor to HPE. The Customer remains responsible for the performance of their obligations under such agreements, which include payment of all applicable fees, including any fees that may apply as a result of logging calls with the vendor. HPE is not liable for the performance or non-performance of third-party vendors, their products, or their support services.

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as CSR parts and replacement products delivered to the Customer.

The Customer is responsible for testing any preventative recommendations prior to implementation into production to ensure and to confirm interoperability within their IT environment. Prior to the implementation of any recommendations, the Customer should read and understand any prerequisites, procedures, or requirements as specified in the supporting documentation of the update.

The Customer will:

- Take responsibility for registering to use the Hewlett Packard Enterprise or third-party vendor's electronic facility in order to access knowledge databases and obtain product information; HPE will provide registration information to the Customer as required; additionally, for certain products, the Customer may be required to accept vendor-specific terms for use of the electronic facility
- Maintain up-to-date and correct contact information within the Hewlett Packard Enterprise or third-party electronic facilities
- Retain and provide to Hewlett Packard Enterprise upon request all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Take responsibility for acting upon any hardcopy or email notification the Customer may receive in order to download the software update or to request the new software update on media, where this option is available
- Use all software products in accordance with current Hewlett Packard Enterprise software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service

If required by Hewlett Packard Enterprise, the Customer or Hewlett Packard Enterprise authorized representative must activate the hardware product to be supported within 10 days of purchase of this service, using the registration instructions within the packaged support services documentation or the email document provided by HPE, or as otherwise directed by HPE. In the event that a covered product changes location, activation and registration (or proper adjustment to existing HPE registration) is to occur within 10 days of the change.

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to Hewlett Packard Enterprise as part of the repair process to ensure the safeguarding of the Customer's data. More information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, can be found at [hpe.com/mediahandling](https://hpe.com/mediahandling).

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature options, it is the Customer's responsibility to:

- Retain covered data retentive components that are replaced during support delivery by Hewlett Packard Enterprise
- Ensure that any Customer sensitive data on the retained covered data retentive component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide Hewlett Packard Enterprise with identification information such as the serial number for each data retentive component retained hereunder, and, upon HPE request, execute a document provided by Hewlett Packard Enterprise acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by Hewlett Packard Enterprise to the Customer as loaner, rental, or lease products, the Customer will promptly return the replacement components at the expiration or termination of support with HPE. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

## **General provisions/Other exclusions**

Hewlett Packard Enterprise will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for the start of remedial action. Note: For events received via HPE electronic remote support solutions, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware call-to-repair time or hardware onsite response time period can start.

Onsite hardware support response times and call-to-repair time commitments, as well as software support remote response times, may differ depending on incident severity. The Customer determines the incident severity level.

Incident severity levels are defined as follows:

**Table 7. Incident severity levels**

<b>Severity 1</b>	Critical Down	For example, the production environment is down; a production system or production application is down or at severe risk; data corruption, loss, or risk has occurred; business is severely affected; there are safety issues.
<b>Severity 2</b>	Critically Degraded	For example, the production environment is severely impaired; a production system or production application has been interrupted or compromised; there is risk of reoccurrence; there is significant impact on the business.
<b>Severity 3</b>	Normal	For example, a non-production system (e.g., test system) is down or degraded; a production system or production application has been degraded with a workaround in place; noncritical functionality has been lost; there is limited impact on the business.
<b>Severity 4</b>	Low	There is no business or user impact.

## Ordering information

All units and options with individually sold support services must be ordered with the same service level as the product or enclosure that they are installed in, if that service level is available on those units.

HPE Proactive Care is not designed to be purchased on software-only configurations due to the integrated nature of the service deliverables. Thus, the software and hardware should be purchased with the same HPE Proactive Care service level.

Local availability: The Customer may order support from Hewlett Packard Enterprise's current support offerings. Some offerings, features, and coverage (and related products) may not be available in all countries or areas.

To order the service with the comprehensive defective material retention service feature, the defective media retention service feature must also be ordered.

To obtain further information or to order HPE Proactive Care Service, contact a local Hewlett Packard Enterprise sales representative or authorized Hewlett Packard Enterprise reseller and reference the following product numbers (x denotes the service length in years; options are 3, 4, or 5 years).

**Table 8. HPE Proactive Care configurable/flexible packages support services**

<b>H1K90Ax</b>	HPE Proactive Care NBD SVC
<b>H1K91Ax</b>	HPE Proactive Care NBD wDMR SVC
<b>H1K92Ax</b>	HPE Proactive Care 24x7 SVC
<b>H1K93Ax</b>	HPE Proactive Care 24x7 wDMR SVC
<b>H1K94Ax</b>	HPE Proactive Care CTR SVC
<b>H1K95Ax</b>	HPE Proactive Care CTR wDMR SVC

**Table 9. HPE Proactive Care Contractual services**

<b>H1K90AC</b>	HPE Proactive Care NBD SVC
<b>H1K91AC</b>	HPE Proactive Care NBD wDMR SVC
<b>H1K92AC</b>	HPE Proactive Care 24x7 SVC
<b>H1K93AC</b>	HPE Proactive Care 24x7 wDMR SVC
<b>H1K94AC</b>	HPE Proactive Care CTR SVC
<b>H1K95AC</b>	HPE Proactive Care CTR wDMR SVC

For the complete list of HPE Proactive Care non-configurable/fixed packaged support services, please contact your local Hewlett Packard Enterprise sales representative or Hewlett Packard Enterprise reseller.

### For more information

For more information on HPE Proactive Care Service or other support services, contact any of our worldwide sales offices or visit the following website:

[hpe.com/services/support](https://hpe.com/services/support)



### Resources

Insight Remote Support release notes:  
[hpe.com/services/getconnected](http://hpe.com/services/getconnected)

HPE Proactive Care supported products list:  
[hpe.com/services/proactivecaresupportedproducts](http://hpe.com/services/proactivecaresupportedproducts)

Software Product List Collaborative Support provided by HPE:  
[hpe.com/services/collaborativesupport](http://hpe.com/services/collaborativesupport)

HPE Proactive Select Services:  
[hpe.com/services/proactiveselect](http://hpe.com/services/proactiveselect)

HPE Support Center:  
[hpe.com/support/hpesc](http://hpe.com/support/hpesc)

HPE Media Sanitization Policy and Media Handling Policy:  
[hpe.com/mediahandling](http://hpe.com/mediahandling)

HPE Comprehensive Defective Material Retention:  
[hpe.com/services/cdmr](http://hpe.com/services/cdmr)

Customer Self-Repair information:  
[hpe.com/info/csr](http://hpe.com/info/csr)



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# HP 3PAR 7000 Software Installation and Startup Service

## HP Care Pack Services

For a smooth startup, HP 3PAR 7000 Software Installation and Startup Service provides deployment of your HP 3PAR 7000 software, helping to ensure proper installation in your storage environment as well as helping you increase the benefit from your storage investment.

Complementing your new HP 3PAR 7000 storage software, HP 3PAR 7000 Software Installation and Startup Service provides the necessary activities required to deploy your licensed HP 3PAR 7000 software products into operation. With the assistance of your designated IT storage administrator, an HP service specialist deploys your HP 3PAR 7000 software.

This service is applicable only for supported environments. Scripting is not within the scope of the service, but can be accommodated at additional cost (scripting can help enable integration and end-to-end automation within your organization's environment).

### Service benefits

- Allows your IT resources to stay focused on their core tasks and priorities
- Reduces implementation time, as well as the impact and risk to your storage environment
- Helps ensure a successful implementation by providing HP installation planning and coordination
- Provides service delivered by a trained specialist and based upon HP recommended configurations and industry best practices
- Helps you more effectively utilize your HP 3PAR 7000 software, thanks to the knowledge you gain from the service specialist during onsite delivery of the service

### Service feature highlights

- Service planning and coordination
- Service deployment
- Installation verification tests (IVT)
- Customer orientation session

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## Specifications

**Table 1. Service features**

Feature	Delivery specifications
<b>Service planning and coordination</b>	<p>An HP service specialist will plan all the necessary activities, including the identification of any prerequisites (see 'Service eligibility'), and schedule the delivery of the service at a time mutually agreed upon by HP and the Customer, which shall be during local HP standard business hours excluding HP holidays, unless otherwise agreed by HP. Any services provided outside of HP standard business hours may be subject to additional charges. The service specialist will provide the planning and coordination activities detailed below either remotely or onsite, at HP's discretion.</p> <p>The service specialist will perform the following installation planning and coordination activities:</p> <ul style="list-style-type: none"> <li>• Communicate with the Customer, including handling queries from the Customer regarding service delivery</li> <li>• Verify, using a predelivery checklist, that all service prerequisites that the Customer is responsible for have been met</li> <li>• Schedule the 3PAR 7000 software deployment at a mutually agreed-upon time</li> <li>• Facilitate a brief discussion to guide the Customer in defining the software deployment and array configuration objectives based on the Customer's application performance, availability needs, and virtual volume layout</li> <li>• Advise the Customer on HP 3PAR 7000 software deployment best practices</li> <li>• Provide a written installation plan, which will serve as a guide for the coordination of the installation and startup deliverables</li> </ul>
<b>Service deployment</b>	<p>The service specialist will perform the following HP 3PAR 7000 software deployment activities:</p> <ul style="list-style-type: none"> <li>• Coordinate the installation plan</li> </ul>

- Confirm that all service prerequisites identified on the predelivery checklist have been met by the Customer, including that the required version of the HP 3PAR Operating System is installed and operational
- Verify that product keys for the purchased HP 3PAR 7000 software product are installed and active, and install the keys if necessary
- Install HP 3PAR 7000 software according to the product specifications and subject to the limits defined in the 'Service limitations' section

The service specialist will perform installation, configuration, and verification procedures, including:

- For array-based software titles, integration of the software in accordance with the agreed-upon installation plan and configuration best practices
- For software titles external to the array, deposition of the software on a Customer-supplied server and operating environment that meet minimum product prerequisites, activation of the software, and configuration necessary to establish connectivity between the server(s) and the HP 3PAR 7000 storage product

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#### **Installation verification tests (IVT)**

The service specialist will perform the appropriate installation verification tests to confirm product functionality, including verification that:

- HP 3PAR 7000 software is operationally ready, including:
  - For HP 3PAR 7000 Application Software Suite for Exchange, Oracle, and SQL, validate that relevant snapshot(s) can be taken and mounted, and that databases and files are accessible
  - For HP 3PAR 7000 Application Software Suite for Hyper-V and VMware, validate that relevant snapshots(s) can be taken and mounted, and that virtual machines are accessible
  - For HP 3PAR 7000 Reporting Software Suite, create a sample report, as applicable
  - For HP 3PAR 7000 File Persona Software Suite, verify that the license is installed, supported file services are started, file shares can be created as appropriate based on the Customer's environment, the file system can be mounted on the storage, file shares can be presented to and are accessible by a client node, and the high-availability failover/failback feature is configured and operational
  - For HP 3PAR 7000 Data Optimization Software Suite, verify that the HP 3PAR Adaptive Optimization license is installed and ensuring that data collection is enabled, validate that HP 3PAR Dynamic Optimization volume has migrated from one tier to another, and validate for HP 3PAR Peer Motion software that the source and target arrays are connected and display array configuration status
  - For HP 3PAR 7000 Priority Optimization, create a sample/test virtual volume set, configure a policy for that set, and demonstrate that IOPs or bandwidth is limited based on the policy
- The event logs are accumulating data

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#### **Customer orientation session**

The service specialist will conduct an orientation session of up to one (1) hour in duration for each of the software products below for which the Customer has purchased the service, with the goal of reviewing the configuration information and demonstrating basic operation of the installed HP 3PAR 7000 software product.

During the orientation session, the service specialist will, in general:

- Provide an overview of the 3PAR 7000 software architecture
- Highlight the basic operation of 3PAR 7000 software, which includes:
  - For HP 3PAR 7000 Application Software Suite for Exchange, Oracle, and SQL, demonstrating scheduling, backup of a non-production database, and restoration of the database
  - For HP 3PAR 7000 Application Software Suite for Hyper-V and VMware, demonstrating scheduling, backup of non-production virtual machines, and restoration of the virtual machines
  - For HP 3PAR 7000 Reporting Software Suite as applicable, use a host connected to the HP 3PAR 7000 storage product and a virtual volume with test data to simulate a load and demonstrate creation of sample capacity and performance reports, or otherwise provide an overview using reports with demonstration data
  - For HP 3PAR 7000 Data Optimization Software Suite as applicable, for HP 3PAR Adaptive Optimization, use a host connected to the 3PAR 7000 storage product and a virtual volume with test data to demonstrate how to create a policy, show the impact of the policy using a simulated load, and provide an overview of HP 3PAR Adaptive Optimization reporting capabilities, demonstrate use of HP 3PAR Dynamic Optimization software to move data between storage/RAID group tiers, and demonstrate functionality of the HP 3PAR Peer Motion Migration Manager for data migration and/or load balancing
  - For HP 3PAR 7000 File Persona Software Suite, provide an overview of the features of the software and a demonstration of the creation of file shares, file stores, virtual file servers, file provisioning groups, and high-availability failover/failback functionality
  - For HP 3PAR 7000 Priority Optimization, review features of the software and demonstrate how to create a policy
- Demonstrate the creation of a virtual volume, if applicable
- Verify that the Customer understands how to gain access to appropriate product documentation
- Help the Customer locate troubleshooting information
- Inform the Customer how to contact HP for support
- Hold a brief question and answer forum with the Customer

The orientation session is informal, is typically conducted at a management console with selected members of the Customer's staff, and is not intended as a classroom activity or substitute for formal product training.

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## Service limitations

Unless specified in this document or in a separate Statement of Work, activities such as, but not limited to, the following are excluded from this service:

- Integration with any hardware or software components not supported by the HP 3PAR 7000 storage product or HP 3PAR 7000 software
- Implementation of software revisions, including hot fixes, patches, service packs, or upgrades from prior versions, on the Customer's existing SAN, host, and application environment
- For HP 3PAR 7000 Application Software Suite, movement of the Customer's databases from an existing storage system to an HP 3PAR 7000 storage product; data migration is available as a separate service
- For HP 3PAR 7000 Application Software Suite for Oracle, configuration of more than two databases in a single instance, more than one managing host, or more than a single Customer site; configuration of additional database instances, managing hosts, and/or sites can be accommodated at additional cost
- For HP 3PAR 7000 Application Software Suite for SQL, configuration of more than one database instance, more than one managing host, more than a 3-node SQL cluster, or more than a single Customer site; configuration of additional database instances, managing hosts, nodes, and/or sites can be accommodated at additional cost
- For HP 3PAR 7000 Application Software Suite for Exchange, configuration of more than 2,500 mailboxes, more than a 3-node cluster, or more than a single Customer site; configuration of additional mailboxes, nodes, and/or sites can be accommodated at additional cost
- For HP 3PAR 7000 Application Software Suite for Hyper-V, loading of the OS on virtual machines, configuration of more than a single 2-node cluster or more than a single standalone host with more than a total of 10 virtual machines, or activities at more than a single Customer site; configuration of additional clusters or standalone hosts, virtual machines, and/or sites can be accommodated at additional cost
- For HP 3PAR 7000 Reporting Software Suite, installation of a customized Apache Web server configuration, installation of software (Oracle, Microsoft® SQL Server, or MySQL), database conversion, installation of more than one HP 3PAR 7000 Reporting Software Suite instance, and delivery of performance analysis or troubleshooting using HP 3PAR 7000 Reporting Software Suite; implementation of Apache includes the minimum requirements to enable HP 3PAR 7000 Reporting Software Suite functionality and installation of additional instances of HP 3PAR 7000 Reporting Software Suite and/or delivery by HP of performance analysis or troubleshooting using HP 3PAR 7000 Reporting Software Suite can be accommodated at additional cost
- For HP 3PAR Adaptive Optimization in the HP 3PAR 7000 Data Optimization Software Suite, design, creation, and implementation of 3PAR Adaptive Optimization policies; policy design, creation, and implementation can be accommodated using the HP 3PAR Adaptive Optimization Policy Implementation Service, which is available via HP Proactive Select
- For HP 3PAR Dynamic Optimization in the HP 3PAR 7000 Data Optimization Software Suite, implementation by HP of tasks required to balance the HP 3PAR 7000 storage product; the service provides the Customer with a product overview, advice, and suggested strategies for using 3PAR Dynamic Optimization, any extended/ongoing analysis and/or implementation of 3PAR Dynamic Optimization strategies can be accommodated at additional cost
- For HP 3PAR Peer Motion in the HP 3PAR 7000 Data Optimization Software Suite, installation of 3PAR Peer Motion software on more than a single host or configuration of storage ports on more than a single array at more than a single Customer site; implementation of data migration or load balancing using 3PAR Peer Motion is available as a separate service
- For HP 3PAR 7000 File Persona Software Suite, deployment of the software on more than one HP 3PAR 7000 array, at more than one physical location, presenting more than one example of each Customer required share service to more than a single client host, configuration across multiple clusters (multiple instances of the service may be ordered for larger configurations, multiple sites, or multiple clusters), or configuration of data replication (data replication deployment is available as a separate service)
- For HP 3PAR 7000 Priority Optimization, design, creation, implementation, and testing of 3PAR Priority Optimization policies in a production environment; policy design, creation, implementation, and testing in a production environment is available as a separate service
- Design or implementation of high-availability and other complex configurations, such as host clustering, except host clustering as specifically stated above
- Design or implementation of host-based logical volumes and associated file system structures
- Redesign or reconfiguration of the existing array for hardware upgrades or software add-ons, including hardware reconfiguration
- Installation of HP 3PAR Operating System upgrades
- HP 3PAR Operating System and 3PAR software downgrades; downgrades are limited to currently supported software versions compatible with the HP 3PAR storage hardware configuration only
- Performance testing or modeling

- Installation or configuration of any additional products, including, but not limited to, servers, host operating systems, host agent software, multipathing software, host bus adapters, network, SAN fabric, and Enterprise Backup software
- Migration of existing data to the new array or to a new configuration within an existing array, including the use of 3PAR Peer Motion for migration of Customer data or load balancing between arrays
- Loading, management, or manipulation of the Customer's data
- Operational testing of applications or troubleshooting of interconnectivity, network, compatibility, or problems not related to the HP 3PAR 7000 storage product

## Service eligibility

The Customer must meet certain hardware and software prerequisites prior to beginning onsite delivery of the service. These prerequisites include, but are not limited to, the following:

- The Customer's existing computer operating system platform(s) must be supported by and be compatible with the HP 3PAR 7000 software product(s) being installed.
- The Customer's HP 3PAR 7000 storage product must be fully operational in a configuration and environment supported by HP, and connectivity must be available and operational.
- The Customer must install any recommended host, SAN, or application software upgrades, patches, device drivers, host agents, or multipathing software.
- The Customer is responsible for providing servers/workstations and network provisioning (including appropriate connectivity to the Customer's production environment) that meet the requirements for software products, such as HP 3PAR 7000 Application Software Suite, HP 3PAR 7000 Reporting Software Suite, and HP 3PAR File Persona Software Suite.
- For HP 3PAR 7000 Application Software Suite, the Customer must ensure that applications or virtual machines are installed, configured, and operational; that application server(s) or virtual machines are in a supported configuration; and that application data or virtual machines reside on the HP 3PAR 7000 storage product.
- For 3PAR Peer Motion in the HP 3PAR 7000 Data Optimization Software Suite, the Customer is responsible for providing SAN connectivity between the fully operational 3PAR 7000 source and target storage.

## Customer responsibilities

The Customer will:

- Contact an HP service specialist within 90 days of date of purchase to schedule the delivery of the service
- Coordinate deployment activities on third-party-maintained hardware or software (if applicable) with the service specialist
- Ensure that all service prerequisites as identified in the 'Service eligibility' section have been met
- Complete and return the prerequisite HP predelivery checklist to the service specialist at least two weeks prior to the start of the service, including array configuration information, as necessary
- Assign a designated person from the Customer's staff who, on behalf of the Customer, will grant all approvals, provide information, and otherwise be available to assist HP in facilitating the delivery of this service
- Ensure that all hardware, firmware, and software that the service specialist will need in order to deliver this service are available and that software products are properly licensed
- Ensure the availability, at all times during service delivery, of one or more individuals who will provide administrator-level access to the systems where the work is to be performed
- Provide all necessary network and administration assistance to enable onsite and remote connectivity to the HP 3PAR 7000 storage product that will support installation of HP 3PAR 7000 software, where applicable
- Provide all necessary administration to enable end-to-end connectivity of the HP 3PAR 7000 storage product, including network, SAN fabric, and host
- Provide server and network provisioning that meet requirements for additional software products, such as HP 3PAR 7000 Application Software Suite, HP 3PAR 7000 Reporting Software Suite, and HP 3PAR 7000 File Persona Software Suite
- Ensure that any and all prerequisite HP 3PAR Operating System, firmware, or driver dependencies for the environment are handled before onsite service delivery begins, including loading the OS on virtual machines used to demonstrate HP 3PAR Application Software Suite for Hyper-V and VMware
- Provide test/sample data used in delivery of the service, when applicable

- Adhere to licensing terms and conditions regarding the use of any HP service tools used to facilitate the delivery of this service or support tools used to provide ongoing remote monitoring, if applicable
- Be responsible for all data backup and restore operations
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, and any network connections required
- Allow HP full and unrestricted access to all locations where the service is to be performed
- Perform other reasonable activities to help HP identify or resolve problems, as requested by HP

### General provisions/Other exclusions

- HP reserves the right to re-price this service if the Customer does not schedule and provide for subsequent delivery within 90 days of purchase.
- HP reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.
- HP's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data the Customer provides to HP.
- The service is delivered during local HP standard business hours. Service delivery outside these hours is available at additional cost.
- This service is delivered as a single, contiguous event. If Customer resource availability or other Customer restrictions delay installation or require additional visits beyond the defined scope of the service, additional charges may apply.
- This service may be delivered remotely, at HP's discretion. If the Customer requests onsite delivery, additional charges may apply.
- Travel charges may apply; please consult a local HP office.

Activities such as, but not limited to, the following are excluded from this service:

- Service deployment on hardware not covered by an HP warranty or service maintenance contract
- Service deployment on hardware covered by an unauthorized third-party maintenance contract
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software
- Service required due to causes external to the HP maintained hardware or software
- Any services not clearly specified in this document

## Ordering information

To obtain further information or to order the HP 3PAR 7000 Software Installation and Startup Service, contact a local HP sales representative and reference the following product numbers:

- HA124A1#5TK (U6Y00E) for HP 3PAR 7000 Application Suite for Oracle Installation and Startup Service
- HA124A1#5TJ (U6X99E) for HP 3PAR 7000 Application Suite for Exchange Installation and Startup Service
- HA124A1#5TH (U6X98E) for HP 3PAR 7000 Application Suite for VMware Installation and Startup Service
- HA124A1#5TL (U6Y01E) for HP 3PAR 7000 Application Suite for SQL Installation and Startup Service
- HA124A1#5UB (U7J46E) for HP 3PAR 7000 Application Suite for Hyper-V Installation and Startup Service
- HA124A1#5TM (U6Y02E) for HP 3PAR 7000 Reporting Suite Installation and Startup Service
- HA124A1#5TA (U1H23E) for HP 3PAR 7000 Data Optimization Suite Installation and Startup Service
- HA124A1#5TB (U1H24E) for HP 3PAR 7000 Dynamic Optimization Installation and Startup Service
- HA124A1#5TC (U1H25E) for HP 3PAR 7000 Adaptive Optimization Installation and Startup Service (see Notes for more information)
- HA124A1#5TD (U1H26E) for HP 3PAR 7000 Peer Motion Installation and Startup Service
- HA124A1#5U9 (U7J45E) for HP 3PAR 7000 Priority Optimization Installation and Startup Service (see Notes for more information)
- HA124A1#5UG (U8E78E) for HP 3PAR 7000 Data Optimization Suite v2 Installation and Startup Service (see Notes for more information)
- HA124A1#5VM (U1X22E) for HP 3PAR 7000 File Persona Software Suite Installation and Startup Service (see Notes for more information)

### Notes:

- This service does not include design, creation, and implementation of 3PAR Adaptive Optimization or 3PAR Priority Optimization policies in a production environment.
- HP 3PAR Adaptive Optimization Policy Implementation Service, available via HP Proactive Select, provides design, creation, and implementation of 3PAR Adaptive Optimization policies (see publication 4AA2-3842ENW/ENN). 3PAR Priority Optimization policy design and implementation in a production environment is available as an HP Consulting service.
- HP 3PAR 7000 Data Optimization Suite v2 includes 3PAR Adaptive Optimization, Dynamic Optimization, Peer Motion, and Priority Optimization software.
- Deployment of replication for HP 3PAR 7000 File Persona Software Suite is available via the HP Data Replication Solution Service for HP 3PAR Remote Copy (see publication 4AA3-8627ENW/ENN).

## For more information

For more information on HP Services, contact any of our worldwide sales offices or visit our website at:

**[www.hp.com/services/support](http://www.hp.com/services/support)**

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# Exhibit E

## HP Proactive Select services

### HP Services

#### Technical data



HP Proactive Select services start with a proactive delivery plan that is developed by an Account Support Manager (ASM) and you together (the “Plan”). The Plan will identify your IT goals and critical success factors. The ASM will then 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 you, and that decision will be documented in the Plan. The ASM will then organize the delivery of the specified service activities, in some cases delivering service activities directly and in other cases bringing in specialist resources. The ASM will periodically review the Plan with you and update it annually for multiyear contracts to help ensure that the Plan and chosen service activities remain relevant to your changing needs. This flexibility enables you to adapt the service over the lifecycle of your IT products.

You have the flexibility of choosing from a variety of service activities ranging from assessments, performance analysis, firmware management, and infrastructure solution support to 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. The end result is a solution that is designed by you to help you meet your IT and business goals.

There are four main HP Proactive Select services, which provide 10, 30, 60, or 180 credits per year. Additional proactive service credits, in increments of 10 credits, may also be purchased to supplement the main HP Proactive Select services. Optional hardware and software reactive support is available and may be purchased additionally.



## Service benefits

HP Proactive Select services help you to:

- Access a list of flexible and customizable proactive service activities
- Choose from a variety of service activities addressing both technology and process needs
- Have the ability to change the Plan during the review meeting
- Enhance your in-house IT team with complementary assistance from HP
- Improve the time to solution
- Reduce business risk and project costs by accessing HP specialists
- Simplify IT operational procedures by leveraging HP best practices

## Service feature highlights

- Assigned Account Support Manager
- Plan and review meeting(s)
- Proactive service credits redeemable for specific service activities of your choice

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### Specifications

**Table 1. Service features**

<b>Feature</b>	<b>Delivery specifications</b>
<b>Delivery planning and review</b>	<p>The Account Support Manager (ASM) works closely with the Customer's IT staff and will act as a focal point for this service. The ASM and the Customer will discuss the available list of proactive service activities and will develop a customized Plan. The Plan will describe the services that HP will provide in the mutually agreed-upon timeframe for service delivery. The Plan is updated by the ASM and reviewed with the Customer during periodic delivery planning and reviews designed to reflect progress and changes in the Customer's IT objectives or IT environment.</p> <p>The ASM will also coordinate additional HP technical resources when specific skills are needed. The ASM will provide required deliverables either remotely or onsite, at the discretion of HP.</p>
<b>Proactive service credits</b>	<p>Proactive service credits are redeemed by the Customer in exchange for proactive services activities that are highlighted in the Plan.</p>

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### Specifications

**Table 2. Optional service features**

<b>Feature</b>	<b>Delivery specifications</b>
<b>HP Proactive Select 10 Credit SVC</b>	<p>Provides an ASM and 10 proactive service credits per year that can be redeemed for specific service activities. This service also provides a Plan for the service activities, as selected by the Customer, and one review meeting per year.</p>

<b>HP Proactive Select 30 Credit SVC</b>	Provides an ASM and 30 proactive service credits per year that can be redeemed for specific service activities. This service also provides a Plan for the service activities, as selected by the Customer, and one review meeting per year.
<b>HP Proactive Select 60 Credit SVC</b>	Provides an ASM and 60 proactive service credits per year that can be redeemed for specific service activities. This service also provides a Plan for the service activities, as selected by the Customer, and one review meeting per year.
<b>HP Proactive Select 180 Credit SVC</b>	Provides an ASM and 180 proactive service credits per year that can be redeemed for specific service activities. This service also provides a Plan for the service activities, as selected by the Customer, and two review meetings per year.
<b>HP Add 10 Proactive Select Credit SVC</b>	Additional proactive service credits are available for purchase. This option adds an additional 10 proactive service credits to the proactive service credit count of above Proactive Select services. The ASM will incorporate the additional service credits into the existing Plan.

## Coverage

- HP Proactive Select service is available Monday through Friday excluding HP holidays, during standard HP business hours.
- If Customer requests HP Proactive Select services to be provided outside standard HP business hours, associated after-hours service credits are calculated at a rate of 1.5 times the standard hours service credits.

## Prerequisites

- Additional service credits (HP Add 10 Proactive Select Credit SVC) can only be purchased if the Customer has already purchased HP Proactive Select 10, 30, 60, or 180 Credit per year service and has an active Plan.

## Customer responsibilities

The Customer must:

- Register this service within 10 days of purchase for proper entitlement (for HP fixed Care Pack services only)
- Retain, and provide to HP upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Grant HP timely, unrestricted access to Customer's systems and facilities, as required for HP to deliver the selected service activities
- Identify a focal point to work collaboratively with the HP ASM in the development and ongoing review of the Plan
- Assign a designated person from the Customer's staff who, on behalf of the Customer, will grant all approvals; provide information; ensure that all hardware, firmware, and software that the HP service specialist will need in order to deliver this service are available and that software products are properly licensed; and otherwise be available to assist HP in facilitating the delivery of this service

- Provide a suitable work area for delivery of onsite service, including access to an outside telephone line, power, and any network connections required
- Ensure that all prerequisites for Customer-selected activities have been met
- Be responsible for all data backup and restore operations

## Service limitations

Hardware and software reactive support is not a core feature of this service. It can be added optionally.

The following are excluded from this service:

- Services on hardware covered by a third-party maintenance contract without prior written approval from the Customer and/or the third-party
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software

## General provisions/Other exclusions

The delivery model for the ASM is determined by the current annual accumulated credits of all packages that have been purchased. The number of annual accumulated credits purchased will be calculated at contract transition points, i.e., start of contract, anniversary dates of multi-year contracts, and at the end of contracts. If the current annual accumulated credits purchased are 30 credits or more, then the ASM role will be delivered from a local ASM; otherwise, the role will be delivered remotely.

The HP Account Support Manager will provide the required deliverables either remotely or onsite, at the discretion of HP.

HP Proactive Select service credits must be utilized and redeemed against specific service activities within the scope of one proactive delivery plan and are restricted to the IT environment under the direct day-to-day management of one IT manager in one country.

HP Proactive Select service credits are not transferable.

HP Proactive Select service credits purchased will terminate with the end of the current contract term and cannot be rolled over at contract renewal time. Unused service credits at the end of the current contract term will not be refunded and cannot be added to another contract.

Certain service activities use diagnostic tools that utilize a secure data transport to HP to analyze and generate reports. If the Plan requires remote data collection, the Customer will allow HP remote access.

HP's ability to deliver the Proactive Select services is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data the Customer provides to HP.

HP reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.

HP reserves the right to re-price the HP Proactive Select services if the Customer does not schedule and provide for subsequent delivery within 90 days of purchase.

Additional charges for travel to/from Customer site may apply, at the discretion of HP.

If the Customer cancels a contract before it has reached its termination date then HP will refund the Customer a pro-rata amount for the unused prepaid support based on the unused proactive select service credits, less any applicable early termination fees. Conversely, HP will invoice the Customer on a pro-rata basis for any credits used but not paid for at the time of contract cancellation.

## Ordering information

To obtain further information or to order this service, contact a local HP sales representative or HP reseller and reference the following HP flexible Care Pack services (x denotes the service length in years; options are 1, 3, 4, or 5 years):

HP Proactive Select 10 Credit/yr SVC: HK696Ax

HP Proactive Select 30 Credit/yr SVC: HG921Ax

HP Proactive Select 60 Credit/yr SVC: HG922Ax

HP Proactive Select 180 Credit/yr SVC: HG923Ax

HP Add 10 Proactive Select Credit SVC: HG924Ax

For the complete list of HP fixed Care Pack services, please contact your local HP sales representative or HP reseller.

## For more information

For more information on HP Services, contact any of our worldwide sales offices or visit one of the following websites:

**HP support services:** [www.hp.com/services/alwayson](http://www.hp.com/services/alwayson)

**HP Care Pack services:** [www.hp.com/services/carepack](http://www.hp.com/services/carepack)

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