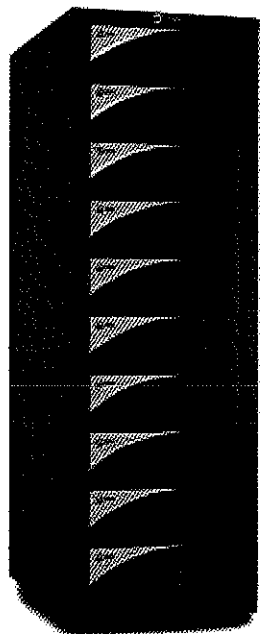


Response to the State of West Virginia Office of Technology for Enterprise Storage Arrays Solutions from Hewlett-Packard Company



HP 3PAR Storage Utility

Get Thin and Stay Thin Storage
for Today's Cloud Environments

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TELEVISION
STATE OF WY

June 29, 2011
RFQ # ISCL0083





Hewlett-Packard Company
www.hp.com

June 29, 2011

Krista Ferrell
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Catherine Bingham
Contract Administrator
Tel.: 1 832-534-8721
Catherine.bingham@hp.com

Dear Ms. Ferrell:

Hewlett-Packard is pleased to offer the State of West Virginia a proposal for leading-edge information technology products and services for storage. The proposed solution is based on high quality, high performance HP products that can help the State achieve enhanced productivity, increased business agility and greater competitive advantage.

HP proposes the 3PAR Storage Utility with the X3000 Storage Server. The HP 3PAR offers the world's most agile and efficient storage system. Highly virtualized, next-gen HP 3PAR Storage Systems feature Thin Built In technology and a tightly clustered, multitenant, dynamically tiered architecture that can reduce storage Total Cost of Ownership (TCO) by up to 50% by cutting storage administration time by 90% and reducing storage capacity requirements by 50%. HP 3PAR Utility Storage was designed from the ground up to overcome the limitations of midrange and monolithic arrays and to deliver agility and efficiency to virtual and cloud data centers. The X3800 is a clustered pair of HP Proliant servers pre-loaded with Microsoft Storage Server, which will provide iSCSI and CIFS access to the data on the 3PAR.

The State of West Virginia can have confidence in the proposed approach because HP has assisted customers worldwide with the successful roll out of similar business solutions.

HP is committed to the State and WVOT's success and is confident that our solution addresses your critical business requirements. We look forward to meeting with you to review our capabilities, to discuss the benefits of our proposed solution and to explore the next steps in forging a strong and mutually beneficial business relationship. The State's HP Account Manager, Ralph Difrancia can be reached at 614-818-9741 to assist with this opportunity.

Sincerely,

Catherine Bingham
HP Contract Administrator

Non disclosure

Pursuant to the West Virginia Uniform Trade Secrets Act, W. VA. Code §§ 47-22-1 et seq., HP's confidential Itemized Cost Proposal is trade secret, and is, therefore, exempt from public disclosure under the West Virginia Freedom of Information Act, W. VA. Code §§ 29B-1-1, et seq.

The Itemized Cost Proposal, which is marked "**confidential**," is considered trade secret information in that its content is a trade secret submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Controlling access to this information is key to reduce the potential use of an article of trade or a service having commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. Therefore, this information is deemed trade secret and is exempt from release and prohibited from disclosure.

This information is furnished in confidence with the understanding that it will not, without permission of HP, be used or disclosed for other than evaluation purposes.

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Executive Summary

HP appreciates the opportunity to propose solutions for the storage upgrade at the West Virginia Office of Technology (WVOT). The 3PAR Storage Utility will help you to improve capacity utilization, simplify management and reduce costs.

This proposal will outline how the HP 3PAR Utility Storage technologies can be deployed to address the RFQ requirements. The HP solutions feature thin provisioning which can be leveraged to reduce capacity by 50% when compared to your existing hardware. HP will help you "Get Thin and Stay Thin". Storage management will be simplified because the built-in functionality is easy to use and scales. HP has also proposed the X3800 as a front end NAS gateway to the 3PAR storage.

3PAR Configuration

The HP 3PAR model F400 easily meets and often exceeds the requirements as specified in the RFQ. The proposed configuration contains 11TB of 600GB FC disk drives for block data and 20TB of 1TB nearline drives for file data. Two nodes are configured to allow for high availability. The bundled software includes Thin Provisioning to dramatically reduce the amount of raw capacity. 3PAR will allow WVOT to get thin and stay thin. More details on the 3PAR hardware and all available software are contained in Attachment A. The proposal does not include all available titles, because the RFQ did not specify that functionality. Please refer to the quote for the list of proposed software.

X3000 Storage Server Configuration

The proposed HP X3000 G2 Network Storage Systems boost the value of the 3PAR by adding Windows-powered IP-based gateway services to it. WVOT can serve files to your clients and blocks to your servers via multiple protocols (FC/iSCSI or SAS/iSCSI). Industry-standards protect your investment by providing compatibility with your network and applications, and a Microsoft Cluster Server (MSCS) license is included to provide high availability and reduce downtime.

HP X3000 G2 Network Storage Systems are enhanced Windows-powered gateway and shared storage solutions for your datacenter environment. They are built on industry-standard HP ProLiant servers and come with the Microsoft® Windows Storage Server 2008 R2 Enterprise operating system -- including cluster services -- pre-installed. They connect via Ethernet and add file, print, iSCSI, and management services to the 3PAR array, providing an affordable and highly-available unified storage solution. Since HP X3000 G2 Network Storage Systems are Windows-based, integration into your Windows environment is easy, your antivirus and backup applications run right on the box, and management has a familiar look and feel.

The proposed configuration X3000 includes two nodes configured in a cluster. Communication to the 3PAR is through two 8 port fiber channel switches. As the need for additional fiber channel connectivity grows, these switches can be upgraded, with the purchase of a software key, to 24 ports each. An HP rack is included for the X3000 and switches, but can be easily installed in an existing 19" rack if the state has one on site. This would provide additional savings.



Advantages to the State of West Virginia of HP Storage

HP 3PAR Utility Storage offers the state the world's most agile and efficient storage systems with Thin Built-In technology and a tightly clustered, multitenant, dynamically tiered architecture that can reduce storage Total Cost of Ownership (TCO) by up to 50% by cutting storage administration time by 90% and reducing storage capacity requirements by 50%. HP 3PAR Utility Storage was designed from the ground up to overcome the limitations of midrange and monolithic arrays and to deliver agility and efficiency to virtual and cloud data centers.

Key differentiators of the HP proposed solution include:

- Reduced acquisition costs because HP 3PAR technology include the most efficient thin provisioning in the industry based on 16K chunks versus 42MB or more for other companies. Over time you will have to purchase less storage even as your applications grow. The proposed 3PAR useable capacity exceeds the specifications, but actually provides much more storage today and in future upgrades.
- Reduced operational costs because the HP 3PAR storage is designed for "low touch" environments. The same simple interface is used to create volumes, build snapshots and develop replication pairs.
- 3PAR is reservation less – there is no need to manage and build pools which only end up stranding capacity. More efficient utilization provides the state lower cost storage
- Thin Provisioning is performed at the hardware level in specially designed ASICs, which improves performance.
- With fine-grained virtualization and wide striping, workloads are autonomically distributed and rebalanced so that, as system use increases, service conditions remain high and predictable.
- Fined grained thin provisioning uses 16K blocks versus as much as 42MB for other vendors. As a result you will need to purchase much less storage as you grow.
- As this proposed storage infrastructure attracts more departments and clients, the 3PAR can handle mixed workloads without impact to performance. In fact, seven of the top 10 cloud hosting companies use 3PAR arrays because of the built in feature.
- The X3000 G2 Network Storage System offers the same familiar management interface and tools as the HP Proliant and Blade Servers. In addition, any software that will run on Microsoft® Windows Storage Server 2008 R2 Enterprise can run on these systems.

HP provides WVOT the best combination of storage technology, software and support for today's requirements. In addition, the 3PAR has ability to meet demands of future departments as you build out your Cloud.



HP Response to the State of West Virginia Office of Technology

General Terms and Conditions

Response:

HP has endeavored to include in this proposal the information, materials, and pricing that is reliable and believed to be relevant for the purpose of evaluation by the State. If HP is the successful vendor, we anticipate that a contract will include the State's RFQ, and HP's complete proposal and the HP Supplemental Provisions included as Attachment B, as may be negotiated by the parties. The Supplemental Provisions do not conflict with the RFQ terms, and are relevant and necessary for the sale of products, services, and support and the license of software contemplated by this procurement, though not enumerated in the RFP. Upon award, if the State issues a purchase order without further negotiations (that would need to reference "RFQ ISCL0083," and "HP's proposal dated June 27, 2010,") thereby accepting HP's proposal, we understand that the terms of this proposal shall govern all purchases hereunder, and no other terms and conditions shall take precedence, including any purchase order pre-printed terms. Alternatively, HP would be pleased to provide you with our standard form agreement as a starting point for negotiations.

HP is committed to negotiating, in good faith, to arrive at a final agreement that meets the best interests of both the State and HP.

1. Awards will be made in the best interest of the State of West Virginia.

Response:

HP has read and acknowledges.

2. The State may accept or reject in part, or in whole, any bid.

Response:

HP has read and acknowledges.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

Response:

HP has complied.

4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.

Response:

HP has read and acknowledges, and understands to mean that the State will pay HP for all products provided and support and services performed in accordance with the terms of the resultant contract through the date of the notice of termination. The State will provide written notice to HP of insufficient funding as soon as practicable after the State becomes aware of such insufficiency.

5. Payment may only be made after the delivery and acceptance of goods or services.



Response:

HP agrees that payment of HP invoices shall be made in accordance with the Prompt Pay Act of 1990, West Virginia Code §5A-3-54.

6. Interest may be paid for late payment in accordance with the **West Virginia Code**.

Response:

HP has read and acknowledges.

7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.

Response:

HP has read and acknowledges.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Response:

HP has read and acknowledges.

9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

Response:

HP has read and acknowledges and understands this section 9 to mean that upon cancellation for convenience, the State will pay HP for all products delivered support and services performed through the date of cancellation.

10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.

Response:

HP has read and acknowledged.

11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

Response:

HP has read and acknowledges.

12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.

Response:

HP has read and acknowledges.

13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wvms/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



Response:

Given the nature of the products and services contemplated by this RFQ, which do not involve the receipt, use or disclosure of protected health information or individually identifiable health information, the Business Associate regulations are not applicable and HP is not required to sign a Business Associate Addendum.

14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Response:

HP has read and acknowledges as it applies to confidential information gained from the agency. However, the products and services proposed by HP do not involve the receipt, use or disclosure of protected health information or individually identifiable health information.

15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

Response:

HP has read and acknowledges.

16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

Response:

HP agrees to assign to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations, which arise under antitrust laws of the United States and the antitrust laws of the State.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

Response:

HP has read and acknowledges.



Instructions to Bidders

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.

Response:

HP has read and acknowledges.

2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

Response:

HP is proposing the 3PAR model F400 which meets all the specifications as outlined. As an alternative, the state may want to consider the Model F200 which also meets the specifications with the exception of the number of disk drives. The F200 has a maximum of 192 disk drives, which is 8 short of the requirements. With the exceptional fine grained thin provisioning, the F200 still holds more useable capacity than most other arrays on the market.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

Response:

HP has read and acknowledges.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Response:

HP has read and acknowledges.



Objective

The WV State Purchasing Division for the agency WV Office of Technology (WVOT) is soliciting bids to acquire a new Enterprise Storage Array at the State of West Virginia Flatwoods Data Center located at 89 Richard D. Minnich Dr., Sutton, WV. This procurement is to include all hardware, software, maintenance, installation and training. The system must be manufactured by a company who is listed in the Gartner Leaders Quadrant for Midrange Disk Arrays.

Addendum 1: We are looking for a midrange storage solution for the disaster recovery site that meets the requirements listed in the RFQ..

Response:

HP has read and acknowledges.

Pre-Bid Conference

A **mandatory** pre-bid conference will be held at the Capitol Complex, 1900 Kanawha Blvd E, Building 5, 10th Floor, Charleston, WV 25305 at 00:00 am/pm on 00/00/00.

Response:

HP has read and acknowledges.

The Enterprise Storage Array is needed to support Network Attached Storage (NAS) functionality, a VMware ESX Cluster and stand-alone servers' storage needs running on Microsoft Windows Server 2000-2008, VMware vSphere 4.1, Red Hat/SUSE Linux and HP-UX 11i. It must have initial useable capacity of 15 TB for File Protocols (CIFS, NFS) and 10 TB for Block Protocols (iSCSI, FC, FCoE).

Response:

The proposed solution includes the HP 3PAR enterprise storage array with the X3000 NAS front end which provides all of these capabilities.

The system must support NDMP via IP. The WVOT currently hosts a backup solution called Avamar in production which is manufactured by EMC. The bid must be compatible with the current system. Vendor's bidding or equal" systems should include manufacturer's literature documenting compliance with the existing system. WVOT reserves the right to determine compatibility.

Response:

The proposed HP solution includes the X3000 are built on industry-standard HP ProLiant servers and come with the Microsoft® Windows Storage Server 2008 R2 Enterprise operating system -- including cluster services -- pre-installed. Any software compatible with Microsoft® Windows Storage Server 2008 R2 Enterprise will work.

The system must support native, array-based replication to a mainframe-compatible, FICON-attached storage array within the product line. Array itself will not need FICON-based mainframe connectivity.

Response:

The 3PAR provides this capability.



The system must support Windows, UNIX & Linux Operating Systems.

Response:

The RFQ lists the following possible operating system deployments:

- VMWare 4.1 supported
- Red Hat 5 – supported
- Red Hat 6 – supported
- CentOS 5 – is not currently supported
- SUSE 11 – supported
- HP-UX 11i – support for 11i V2, and 11iv3, but not 11iV1 which is an older version

The system must be VAAI Compliant for ALL Block Protocols.

Response:

The 3PAR is VAAI compliant for block protocols. For any server wishing to take advantage of VAAI, access to the 3PAR through fiber channel switches is required. The proposed solution includes two 8/8 fiber channel switches with a total of 4 open ports for server connectivity. The purchase of 4 SFP's and fiber channel cables would be required to make use of these open ports. An additional 32 ports can be added to these switches with the purchase of a software key upgrade, SFP's and cables.

The system must support FC or SAS, SATA and SSD Drive types.

Response:

The HP 3PAR supports all 3 disk drive types.

The system must have a minimum 200 Drive Capacity (across all drive types).

Response:

The proposed 3PAR F400 supports up to 384 disk drives. As an alternative the F200 supports up to 192 disk drives.

The system must have redundant Storage Processors and Filers.

Response:

The 3PAR has this redundancy and the X3000 is a cluster.

The system must support the following Protocols

- iSCSI (10 Gbps) minimum 4 ports per Storage Processor
- CIFS(1 Gbps) minimum 4 connections per filer

Response:

The HP solution supports both protocols

The system must be capable of the following Protocols for future expansion

- FC (8Gbps) minimum 4 ports per Storage Processor

Response:

The 3PAR includes four 4Gbs SAN facing fiber channel ports per node (storage processors). Two nodes are included.

The system must be Unified or have Gateway for CIFS by the same manufacturer that supports filer-based replication.



Response:

The proposed X3000 supports this capability.

The system must be capable of Virtual/Thin Provisioning.

Response:

The HP 3PAR Gen3 ASIC with Thin Built In provides HP 3PAR Storage Systems with an efficient, silicon-based zero-detection mechanism. This unique hardware capability works with a unique software-based virtualization mapping engine for space reclamation, giving HP 3PAR arrays the power to remove allocated but unused space without impacting performance. The accelerated performance of the Gen3 ASIC, combined with the platform's Rapid RAID Rebuild capabilities, also fuel HP 3PAR Fast RAID 5 and Fast RAID 6, which enable organizations to achieve the performance of traditional RAID mirroring with up to 66% less data protection overhead.

The system must be capable of native IP-based replication of both Block and File Protocols.

The system must have Host Multipathing Support. 8

Response:

The proposed solution supports multipathing.

The system must have Dial Home / Remote Support.

Response:

The 3PAR arrays include dial home and remote support.

The system must be installed by the hardware manufacturer.

Response:

HP will install the hardware.

Bid Response Requirements

All costs for the Enterprise Storage Array **must** be included on the attached itemized Cost sheet and include quantities, part numbers, product descriptions and cost information for all items necessary to install. **The intent and purpose of the cost sheet is for agency billing purposes only.**

Response:

Please refer to HP's completed Cost Sheet.

The Cost sheet **must** include all common system components (redundant storage processors (Active/Active), redundant filers (Active/Passive minimum) and drive enclosures to support initial capacity, redundant power supplies, and array/cache battery backup components).

Response:

HP has read and acknowledges.

The Cost sheet **must** include the initial feature cost and any incremental costs (per TB, etc) for separately licensed features.



Response:

HP has read and acknowledges.

The Cost sheet **must** include Manufacturer Support/Maintenance costs, Dial Home/Remote Support for 60 months on all hardware and 60 months on all software (broken down by individually licensed features). The maintenance and support for each phase will be added via change order upon successful installation and acceptance of the system by VVOT.

Addendum 1: Minimum support shall include dial home, remote support and 24 hour x 7 day, 365 day, 4-hour response technical support.

Response:

HP has provided our cost for the proposed support, Support Plus 24 Service, as a separate five (5) year charge in the Itemized Cost Proposal. Standard warranties begin on the date of delivery, or on the date of installation if installed by HP. If State of West Virginia Office of Technology schedules or delays such installation by HP more than thirty (30) days after delivery, the warranty period will begin on the 31st day after delivery. The HP Support Plus 24 Service Care Pack begins upon purchase.

Below, HP has detailed our proposed support, as well as HP Insight Remote Support Software (HP's Dial Home/Remote Support mechanism) included for the State, free of charge.

Support Plus 24

HP Support Plus 24 helps the State increase performance and availability with comprehensive, consistent hardware and software services. Working with your IT team, our engineers deliver onsite hardware support and over-the-phone software support around-the-clock, 365 days per year. Service coverage encompasses HP products and selected multivendor hardware and software.

In addition, this convenient HP Care Pack Service makes software updates available to you at substantial savings.

Service Benefits

This service provides benefits to the State as follows:

- Improved uptime, with responsive hardware and software services available anytime
- Cost-effective, expert 24x7 multivendor hardware and software support
- Consistent service coverage across geographically dispersed sites
- Updated HP and selected third-party software at a predictable cost
- Subscription savings on software updates

Service Features

Support Plus 24 includes the following features:

- **Telephone Software Support:** An HP Response Center engineer provides problem-analysis and problem-resolution support within two hours after the State's call is logged. The Center also offers help with trouble-shooting problems and setting configuration parameters, as well as usage assistance for applications, operating systems, and utilities.
- **4-Hour Response Onsite Hardware Support:** For issues that cannot be resolved remotely, HP delivers onsite technical support to return the State's covered hardware



products to operational condition, repairing or replacing components or entire units as necessary. An HP authorized representative arrives at your site within four hours after your call is logged. Your coverage includes all required parts and materials.

- **24x7x365 Coverage:** Onsite and remote services are available around the clock, including all holidays.
- **Escalation Management:** Established escalation procedures enlist specialized expertise from HP and selected third-party hardware and software vendors.
- **Software Updates and Licensing:** Complete HP and selected third-party software product and documentation updates are available to your system manager. The State receives a license to use and copy the updates to all systems covered by your original software license. Subscription-based service gives you substantial savings vs. the cost of individual updates.
- **Electronic Support:** Access HP's electronic support facility for software patches, a symptom-solution database, product descriptions, specifications, technical literature, and more.

Dial Home Features

HP's 3PAR products utilize next generation phone home capability, so sophisticated that most customers have adopted, +85% of the time 3PAR contacts the customer to let them know about a potential or actual failure. This feature allows most non-hardware problems to be resolved remotely and enables defective parts identification "in the high 90%". Software and firmware updates are performed remotely. Additionally, HP has developed an alternative software called Insight Remote Support, which also remotely monitors and proactively supports your 3PAR solution.

HP Insight Remote Support

HP Insight Remote Support Software delivers secure remote support for your HP Servers and Storage and select multi-vendor products, 24x7, so the State can spend less time solving problems and more time focusing on your business. You can have your systems remotely monitored for hardware failure using secure technology that has been proven at thousands of companies around the world. In many cases, you can avoid problems before they occur.

HP Insight Remote Support offers nearly continuous, automated, remote event monitoring, with advanced fault detection and notification. It can help you prevent problems proactively and resolve technical issues quickly and accurately without placing support phone calls. Averting potential disruptions—as well as faster issue resolution and reduced infrastructure downtime—can save you significant time and money so you can focus on running your business.

HP system availability with HP Insight Remote Support is restored faster due to quicker problem detection, better diagnosis, and more rapid initiation of repair activities.

HP Insight Remote Support helps you do more with less:

- Remote monitoring all the time, so you gain better control
- Automated notification every time, so you can do more with less
- Accurate resolution in less time, so your business stays up and running



HP Insight Remote Support Advanced

Designed for larger environments needing to integrate remote support capabilities with a management platform, HP Insight Remote Support Advanced is a fully integrated plug-in to the Windows version of HP Systems Insight Manager (HP SIM). It provides comprehensive remote monitoring, notification/advisories, and proactive service support for nearly all HP servers, storage, network, and SAN environments, plus selected Dell, Sun, and IBM Windows servers that have a support obligation with HP. It also enables HP to deliver higher levels of proactive support in line with HP Mission Critical Services support agreements.

HP Insight Remote Support Advanced is available at no additional cost to customers with a valid warranty on HP technology, an HP Care Pack Service, or HP contractual support agreement.

The Cost sheet **must** include "rack and stack" installation by the manufacturer. The Cost sheet must include factory training for 2 individuals.

Response:

The proposed configuration includes this installation service by HP. The included implementation service includes on site knowledge transfer for two (2) individuals.

The Cost sheet **must** include multipath licensing costs for UNIX, Microsoft Windows and Linux hosts (tiered costs if appropriate for hosts with 1-4 processors).

Response:

There is no need to license multipath software for each server, since HP 3PAR works with the native multipath software built into the operating systems.

Delivery Requirements and Installation Addresses

Delivery of the equipment **shall** be made during normal working hours. The normal working hours of the Office of Technology are 7:30 AM to 5:00 PM, Monday through Friday. However, designated State holidays, weekends, and after hours schedules will be accommodated if given advance notice and permission by the Office of Technology.

The equipment **must** be delivered and installed at the Flatwoods Data Center located at 89 Richard D. Minnich Drive, Sutton WV, 26601. All deliveries **MUST** include **INSIDE** delivery and will need to be made via a truck with a lift gate (**NO LOADING DOCK**). All deliveries **MUST** be scheduled **24 HOURS IN ADVANCE** of delivery. Delivery and installation must be completed within 45 days from issuance of purchase order.

Response:

HP has read and acknowledges.

Equal Employment Opportunity

The successful vendor must be an Equal Opportunity Employer, and **shall** take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability, or political affiliation.

Response:

HP has read and acknowledges.



Conduct and Management

While employed on this contract, all personnel will remain employees of the vendor. The vendor **shall** make this condition clearly known to his or her employees and **shall** be responsible for their conduct and management. The State of West Virginia **shall** not be considered a re-employer. If a vendor employee displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform the assignment, the Office of Technology may request a replacement employee from the vendor. The Vendor **shall** be solely responsible for conformity with all applicable health, safety and sanitation standards, laws and regulations at the State's facilities.

Response:

HP has read and acknowledges.

Smoke Free / Drug Free / Alcohol Free

In keeping with the policies of the State of West Virginia, the Vendor **must** maintain a drug free | alcohol free work environment.

Response:

HP has read and acknowledges.

Immigration Reform and Control Act Of 1986

By submitting this response, the vendor certifies that it does not and will not, during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Response:

HP has read and acknowledges.

Support

The Office of Technology will have an employee available during all installation. Additionally, the Office of Technology will provide a list of contact and support personnel that will be available to the successful vendor.

Response:

HP has read and acknowledges.



Glossary

CIFS - Common Internet File System

FC - Fibre Channel

FCoE - Fibre Channel over Ethernet

IP - Internet Protocol

iSCSI - Internet Small Computer Systems Interface NDMP - Network Data Management Protocol NFS - Network File System

SAS - Serial Attached SCSI

SATA - Serial Advanced Technology Attachment SSD - Solid State Drive

TB - Terabyte

VAAI - vStorage APIs for Array Integration

Response:

HP has read and acknowledges.



Quotation Form

Response:

Please refer to the following pages for HP's responses to the Quotation Form terms. HP's signed Quotation Form is included as Attachment C.



Quotation Form Terms

Notice to Proceed: Delivery and installation shall be completed within 45 days of the notice to proceed. Unless otherwise specified, the fully executed purchase order will be considered notice to proceed. Maintenance shall be added by formal change order upon successful installation and acceptance by the agency.

Response:

HP agrees that delivery and installation shall be completed within 45 days of HP's acceptance of the State's purchase order.

Cancellation: The director of purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

Response:

HP agrees that either party may terminate the contract on written notice if the other party fails to comply with the terms of the contract including, without limitation, the failure of HP branded products to materially conform to HP specifications or defects in materials and workmanship, after the non-performing party has been notified in writing of the nature of the failure and been provided with a reasonable time to cure the failure. In the event that the contract or any purchase orders issued there under is terminated for cause, the State will pay HP for products delivered and support or services that have been performed in accordance with the contract or purchase order through the date of notice of termination.

Applicable Law

The West Virginia State Code, purchasing division rules and regulations, and the information provided in the "Request for Quotation" issued by the purchasing division is the sole authority governing this procurement.

Response:

HP has read and acknowledges.

Any information provided in specification manuals, or any other source, verbal or written, which contradicts or alters the information provided from the sources as described in the above paragraph is void and of no effect.

Response:

HP has read and acknowledges.

Bankruptcy

In the event the vendor/contractor files for bankruptcy protection, the state may deem the contract null and void, and terminate such contract without further order.

Response:

HP has read and acknowledges.



The model/brand/specifications named herein establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor. Vendors who are alternatives should so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

Response:

HP has read and acknowledges.



Itemized Cost Proposal

Response:

HP's signed quotation form follows on the next page.



By signing below, vendor certifies that all specifications will be followed, that vendor meets all criteria, and will adhere to the schedule (submitted with additional services provided by the vendor) if awarded the purchase order. **

Cathy Bingham

Print Name

Cathy Bingham

Contract Administrator / June 29, 2011

Signature/Title

Hewlett-Packard Company

Vendors Name

**** HP agrees to the terms, conditions, specifications, and schedule of the RFQ, subject to the content of HP's proposal.

Vendor Preference Certificate

Response:

HP has not included the Vendor Preference Certificate since we are not claiming a Vendor Preference.



Purchasing Affidavit

Response:

HP's signed purchasing affidavit follows on the next page.



ISCL0083

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hewlett-Packard Company

Authorized Signature: Cathy Bigham Date: 6/29/11

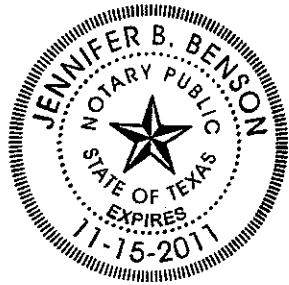
State of TEXAS

County of COUNTY, to-wit:

Taken, subscribed, and sworn to before me this 24TH day of JUNE, 2011.

My Commission expires 11-15-2011, 2011.

AFFIX SEAL HERE



NOTARY PUBLIC Jennifer B. Benson

Attachment A—HP 3PAR Overview

The HP 3PAR F-Class Storage Systems

A Midrange Storage Revolution for Lean

The HP 3PAR F-Class Storage Systems bring the utility storage revolution to the midrange with a quad-controller array that offers superior scalability and availability at a price that fits mid-sized budgets.

Customers looking for midrange storage solutions have been conditioned to compromise scalability and availability to meet shrinking IT budgets. At the same time, more and more applications are being consolidated onto virtualized infrastructures, making the platforms they reside on mission-critical.

HP 3PAR Utility Storage offers the world's most agile and efficient Tier 1 Storage systems. Highly virtualized, next-gen HP 3PAR Storage Systems feature Thin Built In technology and a tightly clustered, multitenant, dynamically tiered architecture that can reduce storage Total Cost of Ownership (TCO) by up to 50% by cutting storage administration time by 90% and reducing storage capacity requirements by 50%. HP 3PAR Utility Storage was designed from the ground up to overcome the limitations of midrange and monolithic arrays and to deliver agility and efficiency to virtual and cloud data centers.

Gen3 ASIC with Thin Built In

The HP 3PAR Gen3 ASIC with Thin Built In provides HP 3PAR Storage Systems with an efficient, silicon-based zero-detection mechanism. This unique hardware capability works with a unique software-based virtualization mapping engine for space reclamation, giving HP 3PAR arrays the power to remove allocated but unused space without impacting performance. The accelerated performance of the Gen3 ASIC, combined with the platform's Rapid RAID Rebuild capabilities, also fuel HP 3PAR Fast RAID 5 and Fast RAID 6, which enable organizations to achieve the performance of traditional RAID mirroring with up to 66% less data protection overhead.

In addition to these performance advantages, the HP 3PAR Gen3 ASIC also delivers mixed workload support to alleviate performance concerns and cut traditional array costs. Mixed workload support allows transaction- and throughput-intensive workloads to run on the same storage resources without contention, thereby cutting array purchases in half. This is particularly valuable in virtual server environments, where enhanced performance combined with mixed workload support, boosts virtual machine density to enable server virtualization organizations to purchase 50% fewer physical servers. Mixed workload support is also an enabler of secure multi-tenancy. Secure multi-tenancy allows HP 3PAR Utility Storage Systems to provide greater operational agility and efficiency to clients by supporting different groups of users from different departments or even different enterprises in running diverse workloads. With HP 3PAR Utility Storage, this is accomplished securely, on a common storage system, while maintaining excellent service levels, high capacity utilization, and efficient operation. The resulting alleviation of data center sprawl can reduce storage footprint by 50% or more.

Mesh-Active Controller Technology

All arrays feature 3PAR's unique Mesh-Active controller technology as part of a next-gen architecture designed for virtual and cloud datacenters. This architecture combines the benefits of monolithic and modular architectures while eliminating price premiums and



scaling complexities. Unlike legacy “active-active” architectures—where each LUN (or volume) is active on only a single controller—3PAR’s Mesh-Active design allows each LUN to be active on every mesh controller in the array. This delivers robust, load-balanced performance and greater headroom for cost-effective scalability, overcoming the tradeoffs typically associated with modular and monolithic storage. A high-speed, full-mesh, passive system backplane joins multiple controller nodes to form a cache-coherent, active-active cluster that represents the next generation of Tier 1 storage.

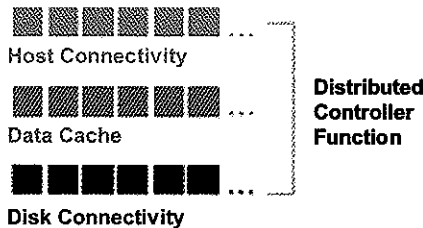
Traditional Storage Architecture vs. HP 3PAR Architecture

Modular Storage



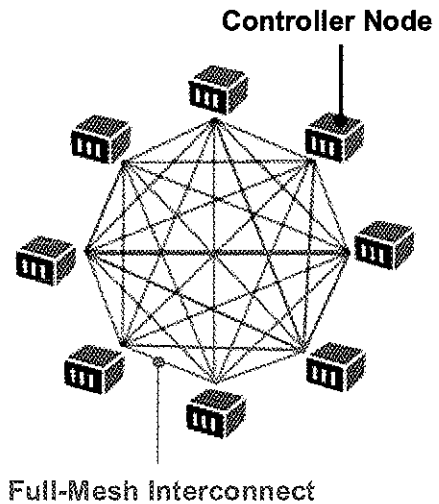
Cost-effective, but scalability and resiliency limited by dual-controller design.

Monolithic Storage



Scalable and resilient, but costly. Legacy mainframe design center does not meet multi-tenant requirements efficiently.

HP 3PAR Architecture



Cost-effective, scalable, and resilient architecture that meets cloud computing requirements for efficiency, multi-tenancy, and autonomic management.

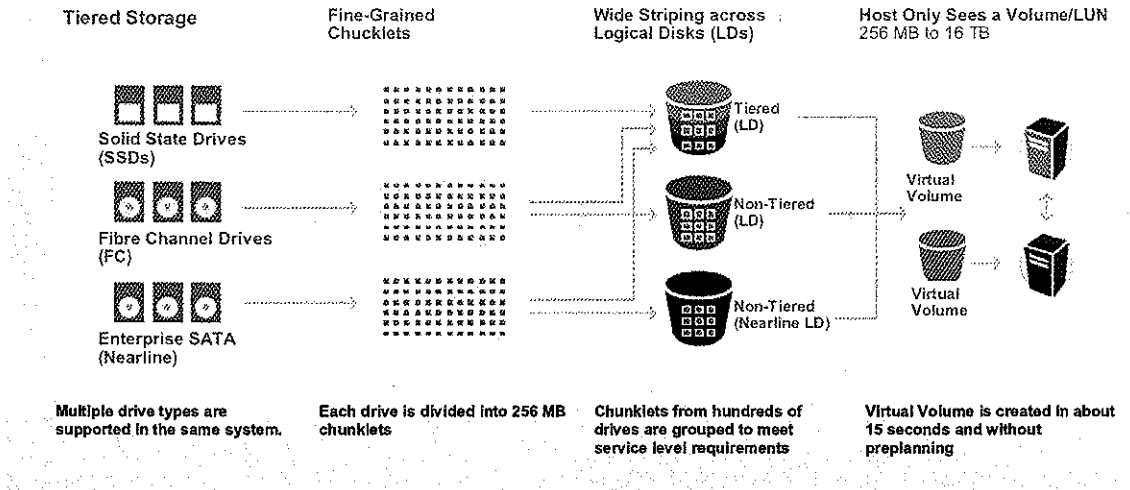
Fine-Grained Virtualization and Wide Striping

HP 3PAR Architecture provides high and predictable levels of service for all workload types via massively parallel, fine-grained striping of data. A multi-layered, highly distributed volume manager breaks physical disks into 256 MB chunklets. These chunklets are autonomously selected and grouped to meet user-defined levels of performance, cost, and high availability—varying parameters such as RAID type, drive type, radial placement, and stripe width.

With fine-grained virtualization and wide striping, workloads are autonomously distributed and rebalanced so that, as system use increases—or in the event of a component failure—service conditions remain high and predictable. In addition, traditional storage planning, change management, and array-specific professional services are eliminated, reducing administration costs by up to 90%.



Fine-Grained Storage Virtualization



Persistent Cache

HP 3PAR Persistent Cache eliminates performance impacts resulting from unplanned component failures, making it a “must-have” for maintaining service levels in the virtual data center. This resiliency feature was designed to gracefully handle component failures by eliminating the performance penalties associated with “write-through” mode. Supported on all quad-node and larger arrays, Persistent Cache leverages the InServ unique Mesh-Active design to preserve write-caching by rapidly re-mirroring cache to other nodes in the cluster in the event of a failure.

Built-In, Policy-Based Management

HP 3PAR is the leader in building autonomic, policy-based management into our arrays. With HP 3PAR Storage Systems, storage management is automatic and intelligent, taking place within the array and without administrator intervention. The result is storage that is uniquely self-configuring, self-optimizing, self-monitoring, and self-healing—so the state can focus on the demands of your constituents, not your storage.

Industry-Leading Performance

Designed from the ground up to overcome the limitations of midrange arrays, the HP 3PAR F-Class is the industry’s first quad-controller array for resilient utility computing. It is also the fastest single-system midrange storage array on the market as determined by SPC-1™ benchmark results. Our most popular F-Class model, the F-400, was recently named Product of the Year by *Storage* magazine in the Disks and Disk subsystems category.

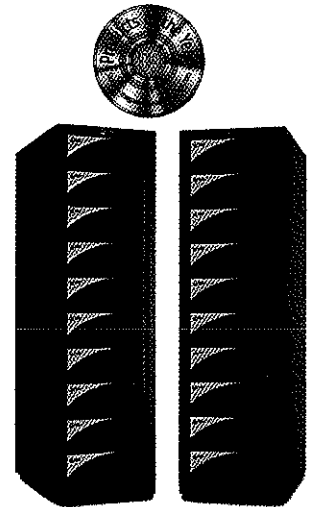


HP 3PAR F-Class Storage System's SPC-1 Performance

Tested Storage Configuration	HP 3PAR F400 Storage System	EMC CLARIIION CX3 Model 40	IBM TotalStorage e DS5300	NetApp FAS3170	IBM TotalStorage DS8300 Turbo
SPC-1 IOPS™	93,050.06	24,997.49	58,158.69	60,515.34	123,033.40
Total ASU*Capacity (GBs)	27,046.70	8,465.02	13,742.22	19,628.50	9,103.36
SPC-1 Price/Performance \$ / SPC-1 IOPS™	\$5.89	\$20.72	\$12.42	\$10.01	\$18.99
\$ / ASU TB	\$ 20,277	\$ 61,187	\$ 52,563	\$ 30,861	\$ 256,653
TSC** Configuration Script Command Lines	69	119	166	225	474
TSC Configuration Script Command Lines per ASU TB	2.6	14	12	11	52
Data Protection Level	Mirroring	Mirroring	Mirroring	RAID 6	Mirroring
Identifier	A00079	A00059	A00070	A00066	A00049
Version	1.10.1	1.10.1	1.10.1	1.10.1	1.10.1
*Application Storage Unit	Single-system arrays from rated vendors (Gartner MQ). Version 1.10 of SPC-1 or later.				
**Tested Storage Configuration	Cache-protected results only. Minimum ASU size 1TB Scalability beyond 120 drives. Duplicate results from different vendors eliminated				

HP 3PAR F-Class Storage Systems

	F200	F400
Controller Nodes	2	2,4
Fibre Channel Host Ports	0 – 12	0 – 24
Optional iSCSI Host Ports	0 – 8	0 – 16
GB/s Control Cache	8 GB	8 – 16 GB
GB/s Data Cache	12 GB	12 – 24 GB
Disk Drives	16 – 192	16 – 384
Drive Types	50 GB Solid State 146/300/450 GB Fibre Channel 1 or 2 TB Near Line	
Max Capacity	128 TB	384 TB



Building Block for Cloud Computing

As organizations build out their virtualized infrastructures to support cloud and self-service computing models, they are turning to server virtualization, blade servers, and utility storage technologies. With their distinct architectural advantages, thin hardware capabilities, and superior performance, the HP 3PAR F-Class Storage Systems are purpose-built to meet the demands of these virtualized data centers. With HP 3PAR F-Class Storage Systems, WVOT's storage infrastructure will have the agility to respond



quickly to changing state needs while maintaining the resiliency that “always-on” organizations demand.

HP 3PAR Management Console

The HP 3PAR Management Console simplifies administration through a unified, point-and-click interface that supports all HP 3PAR Software products and provides uncommonly rich instrumentation for all physical and logical objects within all of HP 3PAR arrays. This rich instrumentation, combined with robust and customizable reporting capabilities, eliminates the need for add-on software tools and for consulting services related to diagnosis and troubleshooting. Open administration support is provided via SNMP and Storage Management Initiative-Specification (SMI-S).

Thin Technologies

HP 3PAR is the only vendor that offers unique software products that utilize the industry's only Thin Built-In hardware architecture.

HP 3PAR Thin Provisioning Software—Cuts SAN costs, floor space requirements, and energy expenses by up to 75%. No more dedicating resources for each application or service level. No more paying to power, house, and cool disks that you may never need.

HP 3PAR Thin Conversion Software—Leverages the Thin Built-In architecture to eliminate up to 75% of your legacy capacity by allowing the simple and rapid conversion of fully provisioned storage to thin provisioned storage.

HP 3PAR Thin Persistence Software—Reclaims space from deleted volumes so your storage stays thin over time. Supports the Oracle ASM Storage Reclamation Utility (ASRU) for eliminating stranded capacity within Oracle databases, as well as the Symantec Thin Reclamation API, which allows a host file system to intelligently communicate with the InServ to reclaim space associated with file deletions.

Data Protection and Disaster Recovery

HP 3PAR's data protection and recovery products are based on uniquely flexible and efficient copy-on-write snapshot technology that allows you to affordably maximize both recovery point and recovery time objectives.

HP 3PAR Virtual Copy Software—A reservation less, non-duplicative, copy-on-write software product that will allow WVOT to protect and share data from any application. Capacity is never reserved up-front and changed data is never duplicated within the snapshot tree.

Resilience and Security

HP 3PAR offers several data resilience and security products designed to work with multi-tenant 3PAR Utility Storage Systems to deliver the robust functionality demanded by Tier 1 datacenters, the cost structure attractiveness of Tier 2 environments, and the agility WVOT expect from a highly virtualized infrastructure.

HP 3PAR Virtual Domains Software—Virtual machine software that delivers secure, segregated access and robust storage services for different applications and user groups. It delivers greater storage service levels (performance, availability, and functionality).

HP 3PAR Virtual Lock Software—Enables the secure retention of storage volumes and delivers an efficient approach to data governance and legal discovery processes when used in conjunction with reservation less, non-duplicative snapshots.



Autonomic Storage Tiering

Policy-driven, autonomic storage tiering technologies from HP 3PAR balance cost and performance to meet service level requirements for the lowest cost while increasing agility and minimizing risk.

HP 3PAR Adaptive Optimization Software—Leverages HP 3PAR's proven, fine-grained data movement engine, applying it to independent regions within a volume. The result is highly reliable, non-disruptive, autonomic tiered storage that delivers the right Quality of Service (QoS) to the right data at the right time so you can meet service level targets for up to 30% less.

HP 3PAR Dynamic Optimization and Policy Advisor Software—Non-disruptively distributes and redistributes application volumes across tiers to align application requirements with data QoS levels on demand. Analyzes how volumes use physical disks and automatically makes intelligent, non-disruptive adjustments to ensure optimal volume performance and capacity utilization.

Autonomic Provisioning

HP 3PAR Utility Storage is designed to handle volume provisioning and change management autonomically—intelligently, granularly, and without administrator intervention.

Autonomic Groups—Enables WVOT to create host, volume, and domain groups to automate and expedite storage provisioning. With Autonomic Groups, three clicks and 60 seconds are all you need to fully create and provision multiple volumes to multiple servers.

Rapid Provisioning—Eliminates array planning by delivering instant, application-tailored provisioning through the fine-grained virtualization of lower-level components. Provisioning is managed intelligently and autonomically while striping of data across internal resources assures high and predictable service levels for all workload types.

Autonomic Management

HP 3PAR System Reporter Software—A simple-to-use, Web-based performance and capacity management tool that aggregates historical system data for one or more HP 3PAR Storage Systems. Ideal for troubleshooting, planning, consolidated monitoring, and collecting information required for Service Level Agreement (SLA) and chargeback support.



HP 3PAR Storage System Components



Controller Nodes

- The building blocks of HP 3PAR's unique Mesh-Active architecture
- Controller-independent instance of the HP 3PAR InForm OS for hardware and software fault tolerance
- Online-configurable adapter cards for abundant native host connectivity (Fibre Channel and iSCSI)
- Built-in Gigabit Ethernet ports for HP 3PAR Remote Copy Software
- ASIC-assisted RAID XOR calculations
- HP 3PAR Gen3 ASIC with Thin Built-In for inline, non-disruptive capacity optimization
- Unique mixed workload support for simultaneously high transaction- and throughput-intensive performance



Full-Mesh Backplane

- High-speed, full-mesh, passive system backplane that joins multiple Controller Nodes
- Forms a cache-coherent, Mesh-Active cluster
- Low-latency interconnect allows for tight coordination and simplified software model



Drive Chassis

- Switched architecture for advanced error isolation
- Industry-leading density
- Redundant, hot-pluggable components
- Redundant Fibre Channel paths to Controller Nodes



Drive Magazines

- Fully tiered; magazines available for Fibre Channel, Nearline (enterprise SATA), and Solid State Drives (SSDs)
- Hot-pluggable



Attachment B— HP Supplemental Provisions





HP SUPPLEMENTAL PROVISIONS

A. HP BASE TERMS

1. DEFINITIONS

- a. *Affiliate* of a party means an entity controlling, controlled by, or under common control with, that party.
- b. *Customer* means the State of West Virginia, Office of Technology.
- b. *Deliverable* means the tangible work product resulting from the performance of Support excluding Products and Custom Products.
- c. *Hardware* means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.
- d. *HP Branded* means Products and Support bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.
- e. *Product* means Hardware and Software listed in HP's standard price list at the time of HP's acceptance of Customer order, and including products that are modified, altered, or customized to meet Customer requirements ("Custom Products").
- f. *Proposal* means HP's proposal in response to the State of West Virginia's competitive bid for Enterprise Storage Arrays Solutions, No. ISCL0083, dated June 29, 2011, including all exhibits, attachments, and addenda thereto.
- g. *Request for Quotation* or *RFQ* means the State of West Virginia's competitive bid for Enterprise Storage Arrays Solutions, No. ISCL0083 dated May 26, 2011, including all exhibits, attachments, and addenda thereto.
- h. *Software* means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.
- i. *Software License Information ("SLI")* is license information that is specific to a Software Product. SLI may be found in a file in the Software Product's directory or as information that accompanies the Software Product or in HP quotations. SLI is available upon request.
- j. *Specification* means technical information about Products published in HP Product manuals, user documentation, and technical data sheets in effect on the date HP delivers Products to Customer.
- k. *Statement of Work* means an executed document so titled, that describes the Custom Support to be performed by HP under the Support Terms section.
- l. *Support* means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by HP and includes "Custom Support," which is any agreed non-standard Support as described in a Statement of Work.
- m. *Transaction Document(s)* means an accepted Customer order (excluding pre-printed terms) and in relation to that order valid HP quotations, HP published technical data sheets or service descriptions, HP limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statements of Work, all as provided by HP, or other mutually executed documents that reference these HP's Proposal and these Supplemental Provisions (collectively the "Terms").
- n. *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by HP to its customers (also called a "Release").

2. PRICES

- a. Prices. Product and Service prices are specified in HP's Proposal.
- b. Price Validity. Unless prices are changed by HP in accordance with these Terms, prices are valid while these Terms are in effect for the period set forth in HP's Proposal.
- c. Financing. Third party financing transactions require advance notice to HP for appropriate tax treatment.

3. CUSTOMER ORDERS

- a. Orders. Orders must reference and will be governed by these Terms and are subject to acceptance by HP. Orders must specify a "ship to" address and have a delivery date within ninety (90) days from the order date unless otherwise provided in a Transaction Document.
- b. Cancellation. Customer may cancel an order for Products (but not Custom Products) at no charge up to five (5) business days prior to the scheduled shipment date.
- c. Extended Delivery Dates. Changes to orders that extend delivery dates beyond ninety (90) days from the order date shall be considered new orders at the prices in effect when HP receives the changed order.

4. DELIVERY

- a. Delivery. HP will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order within the country in which HP accepted the order. HP may elect in its sole discretion to deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer in the country where HP accepted the order.
- b. Delivery Charges. Standard transportation and handling charges are included in HP's pricing unless otherwise specified in a Transaction Document. Special packing or shipping arrangements will be charged separately to Customer.
- c. Delivery Requirements. If HP is unable to meet Customer's Product delivery requirements, Customer may cancel that order, and such cancellation is Customer's sole remedy.

5. PAYMENT

- a. Payment Terms. HP may change credit or payment terms for unfulfilled orders if, in HP's reasonable opinion, Customer's financial condition or previous payment record with HP merits such change.



- b. Customer Default. HP may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under these Terms.
- c. Security Interest. HP retains a security interest in Products until payment. Customer shall execute any paperwork required by HP to effectuate any such security interest.

6. WARRANTY PROVISIONS

- a. Warranty Statements. HP limited warranty statements for Hardware, Software and Support, as applicable, are contained in their respective sections of these Terms. The limited warranties in these Terms are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
 - 1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
 - 2. Customer's non-compliance with Specifications or Transaction Documents;
 - 3. improper or inadequate maintenance or calibration;
 - 4. Customer or third-party media, software, interfacing, supplies, or other products;
 - 5. modifications not performed or authorized by HP;
 - 6. virus, infection, worm or similar malicious code not introduced by HP; or
 - 7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- e. Non-HP Branded Products and Support. HP provides third-party products, software, and services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.
- f. Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THESE TERMS ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7. INDEMNIFICATION

7.1 INTELLECTUAL PROPERTY INFRINGEMENT

- a. Third-Party Claims. HP will defend or settle any third party claims against Customer alleging that HP Branded Products or Support (excluding Custom Products and Custom Support) provided under these Terms infringes intellectual property rights in the country where they were sold, if Customer:
 - 1. promptly notifies HP of the claim in writing;
 - 2. cooperates with HP in the defense of the claim; and
 - 3. grants HP sole control of the defense or settlement of the claim.HP will pay infringement claim defense costs, HP-negotiated settlement amounts, and court-awarded damages.
- b. Remedies. If such a claim appears likely, then HP may modify the HP Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If HP determines that none of these alternatives is reasonably available, then HP will issue Customer a refund equal to:
 - 1. the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter; or
 - 2. if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.
- c. Exclusions. HP has no obligation for any claim of infringement arising from:
 - 1. HP's compliance with Customer or third party designs, specifications, instructions, or technical information;
 - 2. modifications made by Customer or a third party;
 - 3. Customer's non-compliance with the Specifications or the Transaction Documents;
 - 4. Customer's use with products, software, or services that are not HP Branded; or
 - 5. Any open source or freeware software.
- d. Sole and Exclusive. This sub-section A.7.1 states HP's entire liability for claims of intellectual property infringement.

- 7.2 GENERAL INDEMNIFICATION. HP agrees to defend and settle all third party claims against the University and, in connection with such claims, HP will pay all defense costs, settlement amounts, court-awarded damages (including court costs and reasonable attorneys' fees), for bodily injury or death of any person or direct damages to tangible property caused solely by Seller's negligent acts and or willful misconduct in the performance of this contract. This indemnification is conditioned upon the following: the Customer shall give HP prompt notice of any claim or potential claim covered by this section and shall give HP reasonable evidentiary assistance and complete control of the defense thereof; provided, however, that failure to give such notice shall not limit HP's obligations hereunder except to the extent HP is



prejudiced thereby. The foregoing shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the acts or omissions of the Customer.

8. **INTELLECTUAL PROPERTY RIGHTS.** No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under these Terms. Customer will not register or use any mark or internet domain name that contains HP's trademarks (e.g., "HP," "hp," or "Hewlett-Packard").
9. **RESTRICTED USE.** Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold HP harmless from all loss, damage, expense, or liability in connection with such use.
10. **LIMITATION OF LIABILITY AND REMEDIES**
 - a. **Limitation of Liability.** Except for the amounts in sub-section A.7.1 above and damages for bodily injury (including death) HP's total aggregate liability is limited to the amount paid by Customer for the following that in each case is the subject of the claim:
 1. the Product; or
 2. Support during the period of a material breach up to a maximum of twelve (12) months;
 - b. **Disclaimer.** EXCEPT FOR CLAIMS BY A PARTY FOR INFRINGEMENT OF THEIR INTELLECTUAL PROPERTY RIGHTS AGAINST THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES OF ANY KIND OR FOR ANY DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION WHETHER OR NOT THAT PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES, OR DAMAGES.
 - c. **Legal Theory.** TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

11. TERMINATION

- a. **Prior Orders.** Except as otherwise provided in sub-section A.11.b below, the termination of this Agreement will not affect payments due or fulfillment and payment of orders accepted prior to termination.
- b. **Bankruptcy.** If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may terminate these Terms without notice and may cancel any unfulfilled obligations.
- c. **Effect.** Any termination under this sub-section A.11 will be without prejudice to the terminating party's legal rights and remedies, including injunction and other equitable remedies.

12. GENERAL

- a. **Electronic Orders and EDI.** Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to these Terms of this Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Customer and HP will adopt commercially reasonable security measures for password and access protection.
- b. **Internal Use.** Products and Support acquired by Customer under these Terms are solely for Customer's own internal use and not for resale or sub-licensing.
- c. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations.
- d. **Assignment.** Neither party may assign, delegate or otherwise transfer all or any part of its rights or obligations under these Terms without prior written consent from the other party. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of HP Software licenses are subject to compliance with HP's Software license transfer policies.
- e. **Export and Import.** Customer who exports, re-exports, imports or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance under these Terms: 1) if the Customer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.
- f. **Survival.** Any provisions in these Terms which by their nature extend beyond the termination or expiration of any sale or license of Products or Support will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- g. **Notices.** All notices that are required under these Terms will be in writing and will be considered effective upon receipt.
- h. **Entire Agreement.** These Terms and HP's Proposal represent the entire agreement between HP and Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.
- i. **Waiver.** Neither party's failure to exercise or delay in exercising any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.



- j. Order of Precedence. Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:
1. Software License Information;
 2. the sections of these Terms;
 3. the Statement of Work (if applicable);
 4. HP's Proposal;
 5. all Transaction Documents;
 6. The Customer's RFQ.
- k. Independent Contractor. HP is an independent contractor in the performance under these Terms and neither HP nor any HP personnel are employees or agents of Customer. Nothing in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

B. HP HARDWARE TERMS

1. **RISK OF LOSS.** Risk of loss or damage, and title to Hardware, will pass to Customer and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to, upon delivery to Customer's carrier or designee.
2. **INSTALLATION.** If HP provides installation services, Customer will make available facilities that meet HP published site guidelines that will be provided to Customer upon request. Upon delivery, Customer will place each item of Hardware in its designated location. Installation is billed at HP's published installation charges unless quoted as part of the Hardware purchase price. Installation by HP is complete when the Hardware passes HP's standard installation and test procedures.
3. **HARDWARE LIMITED WARRANTY.** HP warrants HP Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents. HP Branded Hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.
4. **OPERATION.** HP does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Hardware will meet requirements specified by Customer. Customer may only use firmware embedded in the Hardware to enable the Hardware to function in accordance with its Specifications.
5. **EXCLUSIVE REMEDIES.** Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the HP Branded Hardware, HP will, at its option, repair a defect in the HP Branded Hardware, or correct a material non-conformance to Specifications, or replace such Hardware with Hardware of equal or better functional performance. If HP is unable, within a reasonable time, to complete the repair or correction, or replace such HP Branded Hardware, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to HP. Subject to the terms in Customer's specific Product warranty statement Customer will pay expenses for return of such Hardware to HP. HP will pay expenses for shipment of repaired or replacement Hardware to Customer. This sub-section states HP's entire liability for Hardware warranty claims.

C. HP SOFTWARE LICENSE TERMS

1. **LICENSE GRANT.** HP grants Customer a non-exclusive, non-transferable license to "Use," in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of these Terms, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for HP Branded Software will not be materially more restrictive than the Use defined in this sub-section C1. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.
2. **OWNERSHIP.** This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under these Terms and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.
3. **ACCEPTANCE.** Customer accepts Software upon delivery.
4. **UPGRADES.** Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.
5. **LICENSE RESTRICTIONS**
 - a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.
 - b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival



purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

- c. Copyright Notice. Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
 - d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of Customer.
 - e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an authorized HP business partner.
 - f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
 - g. Use for Service Provision. Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.
 - h. Consultant Use and Access. Subject to these Terms, Customer may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to Customer. Customer will be responsible and directly liable to HP for consultants' compliance with these Terms.
6. **LICENSE TERM AND TERMINATION**. Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted to Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with these Terms. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.
7. **LICENSE TRANSFER**. Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section C.5.d above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.
8. **U.S. FEDERAL GOVERNMENT USE**. If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.
9. **COMPLIANCE**. Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.
10. **WARRANTY**.
- a. Software Warranty. HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.
 - b. Virus Warranty. HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.
 - c. Warranty Limitation. HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.
 - d. Exclusive Remedies. If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section C.10 states HP's entire liability for warranty claims.
11. **IMPLIED LICENSE**. There are no implied licenses.



D. HP SUPPORT TERMS

1. SUPPORT SERVICES

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
- b. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise stated in a Transaction Document. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, subject to any restrictions or applicable early termination fees as set forth in a Transaction Document.
- c. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to Customer at the time of the request to return to Support.
- d. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas. In addition, delivery of Support outside the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- e. Relocation. Relocation of any Products under Support is the responsibility of Customer, and is subject to local availability as detailed in sub-section D.1.d, and may result in changes to Support fees. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation. For Software Products, any relocation is also subject to the license terms for such Software. Customer may be required to execute amended or new Transaction Documents as a result of relocation.
- f. Multi-vendor Support. HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and governs delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.
- g. Service Providers. HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the delivery of Support.
- h. Modifications. Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- i. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
- j. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section D.1.j states HP's entire liability for Support warranty claims.

2. PRICING, INVOICING, AND ADDITIONAL SERVICES

- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice, unless stated otherwise in HP's Proposal.
- b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed.
- c. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS.

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

4. HARDWARE PRODUCT SUPPORT

- a. Minimum Configuration. Customer must purchase the same level of Hardware Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. Eligibility. For initial and on-going Support eligibility Customer must maintain all Hardware Products at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. Loaner Units. HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Hardware Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.



- d. Maximum Use Limitations. Certain Hardware Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- e. Compatible Cables and Connectors. Customer will connect Hardware Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- f. Support for Accessories. HP may provide Hardware Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- g. Consumables. Hardware Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- h. Replacement Parts. Parts provided under Hardware Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.

5. SOFTWARE PRODUCT SUPPORT

- a. Eligibility. Customer may purchase available Software Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with hardware or software included in HP-specified configurations at the specified Version level.
- b. Documentation. If Customer purchases a Software Support offering that includes documentation updates, along with the right to copy such updates, Customer may copy such updates only for Products under such coverage. Copies must include appropriate HP trademark and copyright notices.

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

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

7. CUSTOMER RESPONSIBILITIES

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

8. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. Designated Callers. Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that,



in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

- c. HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section D.8.b above.
- d. Telecommunication Charges. Customer will pay for its own telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service Tools.

Attachment C— HP's Signed Quotation Form





State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 ISCL0083

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

Hewlett-Packard Company
 3000 Hanover Street
 Palo Alto, CA 94304-1185

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43	Please refer to HP's Itemized Cost Proposal	Please refer to HP's Itemized Cost Proposal
<p>ENTRIPRISE STORAGE ARRAYS SOLUTIONS</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A NEW ENTERPRISE STORAGE ARRAY TO BE LOCATED AT THE STATE OF WEST VIRGINIA DATA CENTER LOCATED IN SUTTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. THIS SOLICITATION INCLUDES ALL HARDWARE, SOFTWARE, MAINTENANCE, INSTALLATION, AND TRAINING.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 06/09/2011 AT 10:00 AM IN BUILDING #5, 10TH FLOOR LOCATED ON THE WV STATE CAPITOL COMPLEX IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Bingham</i>	TELEPHONE 832-534-8721	DATE June 29, 2011
TITLE Contract Administrator	94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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Hewlett-Packard Company
 3000 Hanover Street
 Palo Alto, CA 94304-1185

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/15/2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY FORMAL ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathy Bingham* TELEPHONE 832-534-8721 DATE June 29, 2011
 TITLE Contract Administrator FEIN 94-1081436

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STATE BUYER. VIOLATION MAY CAUSE THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Bingham</i>	TELEPHONE 832-534-8721	DATE June 29, 2011
TITLE Contract Administrator	FEIN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 ISCL0083

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

Hewlett-Packard Company
 3000 Hanover Street
 Palo Alto, CA 94304-1185

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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Cathy Bingham

SIGNATURE Cathy Bingham, Contract Administrator

Hewlett-Packard Company

COMPANY

June 29, 2011

DATE

** HP agrees to the terms and conditions herein, subject to the content of HP's proposal.

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

NOTICE TO PROCEED: DELIVERY AND INSTALLATION SHALL BE COMPLETED WITHIN 45 DAYS OF THE NOTICE TO PROCEED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. MAINTENANCE SHALL BE ADDED BY FORMAL CHANGE ORDER UPON SUCCESSFUL INSTALLATION AND ACCEPTANCE BY THE AGENCY.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Bingham</i>	TELEPHONE 832-534-8721	DATE June 29, 2011
TITLE Contract Administrator	FEIN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

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 Purchasing Division
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Request for Quotation

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 ISCL0083

PAGE
 5

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 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Binkley</i>	TELEPHONE 832-534-8721	DATE June 29, 2011
TITLE Contract Administrator	FBN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 ISCL0083

PAGE
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

Hewlett-Packard Company
 3000 Hanover Street
 Palo Alto, CA 94304-1185

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	----------	-------------	------------	--------

CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: KRISTA FERRELL-FILE 21
 RFQ. NO.: ISCL0083
 BID OPENING DATE: 06/29/2011
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

614-818-9742

CONTACT PERSON (PLEASE PRINT CLEARLY):

Ralph Difranco

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy B. Blaw</i>	TELEPHONE 832-534-8721	DATE June 29, 2011
TITLE Contract Administrator	FERN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Attachment D – HP Quotations





Legal Quotation

**To: State of West Virginia
Building 15
2019 Washington Street
Purchasing Division
East Charleston, WV 25305-0130**

**Attn: Krista Ferrell
Phone: 412-854-2566
Fax:
Email:**

In reply to your request:

X3800_Cluster_2_Brocade_8port

HP Quote #	Created	Expires
CNWX-73824-00	6/24/2011	8/31/2011

Your HP Sales Contact:

Courtney McCullers, Inside Sales Representative

Phone: 800-277-8988 ext7710616

Fax:

Email: Courtney.mccullers@hp.com

Payment Terms:

Net 30 days, subject to credit approval

Submit Purchase Order To:

U.S. SLED Order Management,

Phone:

Fax: 1-800-386-1118

Email: VALOM-US-SLED@hp.com

Solution	Net Price
Hardware:	\$20,544.02
Software:	\$0.00
Support:	\$5,452.92
Installation:	\$5,224.95
Other:	\$0.00
Sub-Total:	\$31,221.89
Shipping and Handling:	\$0.00
Grand Total:	\$31,221.89
Estimated Delivery Upon Order Entry: 2 weeks Delivery Method: Standard Delivery Duty Paid Special Handling Exempt	

Print Date: 6/27/2011 9:09:20AM



Legal Quotation

Quote Number
CNWY-73824-00

Page
2

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
0100	1	AF002A	HP Universal Rack 10642 G2 Shock Rack	841.46	6 days
	1	Opt. 001	BASE RACKING	169.54	6 days
			HP X3800 G2 Network Storage Gateway [#2]		
0200	2	BV871A	HP X3800 G2 Network Storage Gateway	9,620.64	2 weeks
	2	Opt. 0D1	Factory integrated		2 weeks
0300	1	HA110A5	HP 5y Support Plus 24 SVC		
	2	Opt. 1L8	X3800 Network Storage Gateway Supp	3,561.84	
0400	1	HA113A1	HP Installation Service		
	2	Opt. 5AM	HP Startup ProLiant Storage Server SVC	1,100.00	
0500	12	500658-B21	HP 4GB 2Rx4 PC3-10600R-9 Kit	1,281.72	5 days
0600	2	AP770A	HP 82B PCIe 8Gb FC Dual Port HBA	1,664.10	9 days
0700	4	468332-B21	HP NC522SFP Dual Port 10GbE Svr Adptr	1,580.08	5 days
0800	2	AM866A	HP 8/8 Base (0) e-port SAN Switch	3,149.10	6 days
	2	Opt. 0D1	Factory integrated		6 days
0900	1	HA110A5	HP 5y Support Plus 24 SVC		
	2	Opt. 9LJ	HP B-Series 8/8 and 8/24 Switch Support	1,891.08	
1000	12	AJ716A	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	1,074.60	7 days
1100	1	AF062A	HP 10K G2 600mm Stabilizer Kit	129.41	9 days
	1	Opt. B01	Include with complete system		9 days
1200	1	AF054A	HP I0642 G2 Sidepanel Kit	202.88	9 days
	1	Opt. 0D1	Factory integrated		9 days
1300	2	252663-B24	HP 16A High Voltage Modular PDU	337.94	8 days
	2	Opt. 0D1	Factory integrated		8 days
1301	2	AF593A	HP 3.6m C19 Nema L6-20P NA/JP Pwr Crd	62.16	8 days
	2	Opt. 0D1	Factory integrated		8 days
1400	1	120672-B21	HP 9000 Series Ballast Option Kit	259.39	8 days
	1	Opt. 0D1	Factory integrated		8 days
1500	1	HA113A1	HP Installation Service		
	1	Opt. 5BY	Rack and Rack Options Installation	275.00	
1600	4	AJ836A	HP 5m Multi-mode OM3 LC/LC FC Cable	171.00	7 days
1700	1	HA124A1	HP Technical Installation Startup SVC		
	1	Opt. 53A	HP Startup SAN - Level 1 Tier 1 Svc	3,849.95	

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Legal Quotation

Quote Number
CNWY-73824-00

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3

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

Grand Total:	\$31,221.89
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Legal Quotation

Quote Number
CNWY-73824-00

Page
4

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

The payment terms for the order (including, but not limited to, hardware(HW), software(SW), HW/SW Support and Installation with the purchase of product) contained within this Legal Quotation are Net 30 days from the date of the invoice, unless agreed otherwise in the applicable governing terms set forth in this quotation. The invoice for this order will generate at the same time the hardware and/or software product(s) ship and payment for all items is expected in accordance with the applicable payment terms, whether or not the installation/service has occurred at the time payment is due. Installation pricing quoted herein is effective only if installation occurs within thirty (30) days of delivery.

Unless the customer has another valid agreement with HP, this quotation is governed by HP Single Order Terms. A copy of these terms can be found on-line at <http://welcome.hp.com/country/us/en/privacy/termsofsale.html> or a copy can be requested from your Customer Service Representative.

The sale of products under this quotation will be predicated upon ordering the products and quantities as specified on the quotation. Changes on product mix and/or quantities may affect the discount percentage. Products purchased herein will not qualify to earn discounts or dollar volume under a subsequent Purchase Agreement.

Special terms are included with this quotation since special discounts are being granted. Your concurrence with these special terms will be required with any resulting order under this quotation.

Products purchased under this quote must be placed on one purchase order and no products may be added at a later date. Products must be delivered to one location with a requested delivery date within three (3) months of the order date. This is a one-time special discount that will not apply to any future order(s). In the event Hewlett-Packard changes the list price of the product on this quotation during the validity period of this quotation or prior to shipment, the quoted price for such product will not be changed.

Hardware Title Passes At: At Delivery, Named Place of Destination

Please reference Hewlett-Packard's quote number, purchase agreement number (if applicable), item sequence and the following information on any resulting purchase order:

- Your requested delivery date
- The name and telephone number of the individual who is the end-user contact that Hewlett-Packard may call for product support information.
- If applicable, your support identifier or handle name, on any previously purchased support contract, covering the system on which any software herein quoted will be installed. The support identifier or handle is the one assigned when a support agreement is purchased.

Please contact your Hewlett-Packard Sales Representative should you have any technical questions or any other questions.

HP has financing options for technology solutions for the End User. If in the U.S., please contact the HP Technology Finance representative or call 1-888-999-HPTF (4783) for more information; if in Canada, please call 1-800-HP-LEASE (1-800-475-3273).

Prices are exclusive of use, sales, value added and other taxes. When applicable, such taxes will appear as a separate item on HP's invoice. Should the item(s) being quoted herein be exempt from sales tax, please ensure that the appropriate valid Tax Exemption Certificate, referencing Hewlett-Packard Company as the vendor, be forwarded to your Hewlett-Packard Order Processing Coordinator.

Contains Eclipse discounts.

Unless the customer has another valid agreement with HP, this quotation is governed by HP Single Order Terms. A copy of these terms can be found on-line at <http://welcome.hp.com/country/us/en/privacy/termsofsale.html> or a copy can be requested from your Customer Service Representative.

California law requires collection of a recycling fee for laptop computers, LCD desktop monitors, and CRTs (monitors and TVs). For more information, go to www.hp.com/go/hwrecycle. Applicable recycling fees may not be reflected in this quotation. Such fees will be included on your invoice upon order.

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Legal Quotation

Quote Number
CNWY-73824-00

Page
5

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

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HP Proprietary for Customer Use Only - Do Not Share

Print Date: 6/27/2011 9:09:20AM



Legal Quotation

To: State of West Virginia
Building 15
2019 Washington Street
Purchasing Division
East Charleston, WV 25305-0130

Attn: Krista Ferrell
Phone: 412-854-2566
Fax:
Email:

In reply to your request:

F200_20TB_NL_12TB_600GB

HP Quote #	Created	Expires
CNWX-73825-01	6/28/2011	8/31/2011

Your HP Sales Contact:

Courtney McCullers, Inside Sales Representative

Phone: 800-277-8988 ext7710616

Fax:

Email: Courtney.mccullers@hp.com

Payment Terms:

Net 30 days, subject to credit approval

Submit Purchase Order To:

U.S. SLED Order Management,

Phone:

Fax: 1-800-386-1118

Email: VALOM-US-SLED@hp.com

Solution	Net Price
Hardware:	\$47,695.41
Software:	\$28,589.60
Support:	\$26,173.45
Installation:	\$6,125.36
Other:	\$0.00
Sub-Total:	\$108,583.82
Shipping and Handling:	\$0.00
Grand Total:	\$108,583.82
Estimated Delivery Upon Order Entry: Unreleased Product Delivery Method: Standard Delivery Duty Paid Special Handling Exempt	

Print Date: 6/28/2011 9:43:56AM



Legal Quotation

Quote Number
CNWY-73825-01

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2

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
0100	1	QL288B	HP 3PAR 2M F200 Base Cabinet	2,490.53	4 weeks
0200	1	QL226B	HP 3PAR INSERV F200 Configuration Base	8,163.96	4 weeks
	1	Opt. 0D1	Factory integrated		4 weeks
0201	2	QL231B	HP 3PAR 6GB(3x2GBDIMM)F-Class Data Cache	1,760.58	4 weeks
	2	Opt. 0D1	Factory integrated		4 weeks
0202	2	QL232B	HP 3PAR 4GB(2x2GBDIMM)F-Clas Cntrl Cache	520.74	4 weeks
	2	Opt. 0D1	Factory integrated		Unreleased Product
0203	4	QL229B	HP 3PAR 2-Pt 4Gb F-Class FC Adapter	3,311.04	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0204	52	TE082B	HP 3PAR Thin Provisioning 1TB LTU	16,235.44	5 days
	52	Opt. 0D1	Factory integrated		5 days
0205	8	TE309B	HP 3PAR InForm F200/4x600GB 15K Mag LTU	6,908.24	5 days
	8	Opt. 0D1	Factory integrated		5 days
0206	8	TE172B	HP 3PAR InForm F200/4x1TB NL Mag LTU	5,397.68	5 days
	8	Opt. 0D1	Factory integrated		5 days
0207	1	TE250B	HP 3PAR Host Explorer SW Media Kit	0.23	5 days
	1	Opt. 0D1	Factory integrated		5 days
0208	1	TE083B	HP 3PAR MPIO for Microsoft Windows SW	0.23	5 days
	1	Opt. 0D1	Factory integrated		5 days
0209	1	TE252B	HP 3PAR Mgmt Plug-In vCenter Media Kit	0.23	5 days
	1	Opt. 0D1	Factory integrated		5 days
0210	1	TE251B	HP 3PAR Solns for vSphere SW Media Kit	47.55	5 days
	1	Opt. 0D1	Factory integrated		5 days
0300	4	QL243B	HP 3PAR 16-Disk 4Gb Drive Chassis	5,524.44	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0301	8	QL253B	HP 3PAR 4x600GB 15K 4Gb Sng-Drv Magazine	15,127.92	4 weeks
	8	Opt. 0D1	Factory integrated		4 weeks
0302	8	QL246B	HP 3PAR 4x1TB 4Gb Nrln Sng-Drv Magazine	10,099.76	4 weeks
	8	Opt. 0D1	Factory integrated		Unreleased Product
0303	4	QL323B	HP 3PAR DC 16Dsk 4G Drv Chassis Contr	173.88	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0400	1	QL340B	HP 3PAR Service Processor	0.23	4 weeks

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Legal Quotation

Quote Number
CNWY-73825-01

Page
3

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
	1	Opt. 0D1	Factory integrated		Unreleased Product
0500	8	QL280B	HP 3PAR 2M 50/125 (LC-LC) Fiber Cable	393.04	4 weeks
	8	Opt. 0D1	Factory integrated		Unreleased Product
0600	1	QL262B	HP 3PAR North America Regional Kit	0.23	4 weeks
	1	Opt. 0D1	Factory integrated		Unreleased Product
0700	1	HA110A5	HP 5y Support Plus 24 SVC		
	1	Opt. 2WM	3PAR INSERV F200 Configuration Base Supp	4,844.17	
	4	Opt. 2WQ	3PAR 2-Pt 4Gb F-Class FC Adapter Supp	908.16	
	2	Opt. 2WS	3PAR 6GB F-Class Data Cache Supp	403.68	
	2	Opt. 2WT	3PAR 4GB F-Class Cntrl Cache Supp	161.76	
	4	Opt. 2WX	3PAR 16-Disk 4Gb Drive Chassis Supp	1,575.36	
	8	Opt. 2WZ	3PAR 4x1TB 4Gb FC Nrln Sngl-Drv Mag Supp	2,302.08	
	8	Opt. 2XD	3PAR 4x600GB 15K 4Gb Single-Drv Mag Supp	3,634.56	
	1	Opt. 2XG	3PAR Thin Provisioning Unlimitd LTU Supp	161.28	
	8	Opt. 67Z	3PAR Inform F200/4x1TB NL Mag LTU Supp	5,343.36	
	8	Opt. WNK	3PAR Inform F200/4x600GB Mag LTU Supp	6,839.04	
	10	Opt. WSF	For HP 3PAR Internal Entitlement Purpose		
0800	2	QL266B	HP 3PAR 10M 50/125 (LC-LC) Fiber Cable	129.06	4 weeks
0900	1	HA124A1	HP Technical Installation Startup SVC		
	1	Opt. 5PS	HP Startup 3PAR F-Class 2 Node Cab SVC	6,125.36	
Grand Total:				\$108,583.82	



Legal Quotation

Quote Number
CNWY-73825-01

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4

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

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- The name and telephone number of the individual who is the end-user contact that Hewlett-Packard may call for product support information.
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Legal Quotation

Quote Number	Page
CNWX-73825-01	5

Please direct inquiries regarding this quote to: RFQ-US-SLED@HP.COM

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HP Proprietary for Customer Use Only - Do Not Share

Print Date: 6/28/2011 9:43:56AM



Legal Quotation

To: State of West Virginia
Building 15
2019 Washington Street
Purchasing Division
East Charleston, WV 25305-0130

Attn: Krista Ferrell
Phone: 412-854-2566
Fax:
Email:

In reply to your request:
F400_2Node_20TB_NL_12TB_600GB
HP Quote # Created Expires
CNWY-73826-01 6/28/2011 8/31/2011

Your HP Sales Contact:
Courtney McCullers, Inside Sales Representative
Phone: 800-277-8988 ext7710616
Fax:
Email: Courtney.mccullers@hp.com
Payment Terms:
Net 30 days, subject to credit approval
Submit Purchase Order To:
U.S. SLED Order Management,
Phone:
Fax: 1-800-386-1118
Email: VALOM-US-SLED@hp.com

Solution	Net Price
Hardware:	\$49,265.95
Software:	\$28,357.40
Support:	\$28,707.76
Installation:	\$6,125.36
Other:	\$0.00
Sub-Total:	\$112,456.47
Shipping and Handling:	\$0.00
Grand Total:	\$112,456.47
Estimated Delivery Upon Order Entry: Unreleased Product Delivery Method: Standard Delivery Duty Paid Special Handling Exempt	

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No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
0100	1	QL289B	HP 3PAR 2M F400 Base Cabinet	2,372.93	4 weeks
0200	1	QL227B	HP 3PAR INSERV F400 Configuration Base	11,232.18	4 weeks
	1	Opt. 0D1	Factory integrated		4 weeks
0201	2	QL231B	HP 3PAR 6GB(3x2GBDIMM)F-Class Data Cache	1,677.44	4 weeks
	2	Opt. 0D1	Factory integrated		4 weeks
0202	2	QL232B	HP 3PAR 4GB(2x2GBDIMM)F-Class Cntrl Cache	496.16	4 weeks
	2	Opt. 0D1	Factory integrated		Unreleased Product
0203	4	QL229B	HP 3PAR 2-Pt 4Gb F-Class FC Adapter	3,154.72	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0204	8	TE310B	HP 3PAR InForm F400/4x600GB 15K Mag LTU	7,234.40	5 days
	8	Opt. 0D1	Factory integrated		5 days
0205	8	TE173B	HP 3PAR InForm F400/4x1TB NL Mag LTU	5,653.60	5 days
	8	Opt. 0D1	Factory integrated		5 days
0206	52	TE082B	HP 3PAR Thin Provisioning 1TB LTU	15,468.96	5 days
	52	Opt. 0D1	Factory integrated		5 days
0207	1	TE083B	HP 3PAR MPIO for Microsoft Windows SW	0.22	5 days
	1	Opt. 0D1	Factory integrated		5 days
0208	1	TE250B	HP 3PAR Host Explorer SW Media Kit	0.22	5 days
	1	Opt. 0D1	Factory integrated		5 days
0300	4	QL243B	HP 3PAR 16-Disk 4Gb Drive Chassis	5,263.60	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0301	8	QL253B	HP 3PAR 4x600GB 15K 4Gb Sng-Drv Magazine	14,413.60	4 weeks
	8	Opt. 0D1	Factory integrated		4 weeks
0302	8	QL246B	HP 3PAR 4x1TB 4Gb Nrln Sng-Drv Magazine	9,622.88	4 weeks
	8	Opt. 0D1	Factory integrated		Unreleased Product
0303	4	QL323B	HP 3PAR DC 16Dsk 4G Drv Chassis Contr	165.68	4 weeks
	4	Opt. 0D1	Factory integrated		4 weeks
0400	1	QL340B	HP 3PAR Service Processor	0.22	4 weeks
	1	Opt. 0D1	Factory integrated		Unreleased Product
0500	8	QL280B	HP 3PAR 2M 50/125 (LC-LC) Fiber Cable	374.48	4 weeks
	8	Opt. 0D1	Factory integrated		Unreleased Product
0600	1	QL262B	HP 3PAR North America Regional Kit	0.22	4 weeks

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No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
0700	1	Opt. 0D1	Factory integrated		Unreleased Product
	1	HA110A5	HP 5y Support Plus 24 SVC		
	1	Opt. 2WN	3PAR INSERTV F400 Configuration Base Supp	5,601.04	
	4	Opt. 2WQ	3PAR 2-Pt 4Gb F-Class FC Adapter Supp	983.84	
	2	Opt. 2WS	3PAR 6GB F-Class Data Cache Supp	437.32	
	2	Opt. 2WT	3PAR 4GB F-Class Cntrl Cache Supp	175.24	
	4	Opt. 2WX	3PAR 16-Disk 4Gb Drive Chassis Supp	1,706.64	
	8	Opt. 2WZ	3PAR 4x1TB 4Gb FC Nrln Sngl-Drv Mag Supp	2,493.92	
	8	Opt. 2XD	3PAR 4x600GB 15K 4Gb Single-Drv Mag Supp	3,937.44	
	1	Opt. 2XG	3PAR Thin Provisioning Unlimitd LTU Supp	174.72	
	8	Opt. 68B	3PAR Inform F400/4x1TB NL Mag LTU Supp	5,788.64	
	8	Opt. WNL	3PAR Inform F400/4x600GB Mag LTU Supp	7,408.96	
	8	Opt. WSF	For HP 3PAR Internal Entitlement Purpose		
	0800	8	QL266B	HP 3PAR 10M 50/125 (LC-LC) Fiber Cable	
0900	1	HA124A1	HP Technical Installation Startup SVC		
	1	Opt. 5PS	HP Startup 3PAR F-Class 2 Node Cab SVC	6,125.36	
Grand Total:				\$112,456.47	



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The payment terms for the order (including, but not limited to, hardware(HW), software(SW), HW/SW Support and Installation with the purchase of product) contained within this Legal Quotation are Net 30 days from the date of the invoice, unless agreed otherwise in the applicable governing terms set forth in this quotation. The invoice for this order will generate at the same time the hardware and/or software product(s) ship and payment for all items is expected in accordance with the applicable payment terms, whether or not the installation/service has occurred at the time payment is due. Installation pricing quoted herein is effective only if installation occurs within thirty (30) days of delivery.

Unless the customer has another valid agreement with HP, this quotation is governed by HP Single Order Terms. A copy of these terms can be found on-line at <http://welcome.hp.com/country/us/en/privacy/termsofsale.html> or a copy can be requested from your Customer Service Representative.

The sale of products under this quotation will be predicated upon ordering the products and quantities as specified on the quotation. Changes on product mix and/or quantities may affect the discount percentage. Products purchased herein will not qualify to earn discounts or dollar volume under a subsequent Purchase Agreement.

Special terms are included with this quotation since special discounts are being granted. Your concurrence with these special terms will be required with any resulting order under this quotation.

Products purchased under this quote must be placed on one purchase order and no products may be added at a later date. Products must be delivered to one location with a requested delivery date within three (3) months of the order date. This is a one-time special discount that will not apply to any future order(s). In the event Hewlett-Packard changes the list price of the product on this quotation during the validity period of this quotation or prior to shipment, the quoted price for such product will not be changed.

USA only = Some Software which is delivered on physical media or resides within computer hardware can be enabled electronically. Such enablement provides the appropriate password, keys or access code (Keys) as applicable. Electronic delivery of these Keys and Software restore CDs do not qualify for state tax exemption in those states that would exempt electronically downloaded software products.

Additional license authorizations restrictions and authorizations applicable to your software product are found at <http://support.OpenView.hp.com/licenses.jsp>

'E-LTU' or 'E-Media' products on HP's quote to Customer shall be defined as products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Customer's PO other than electronic shall be null and void with respect to these E-LTU or E-Media products. To receive the quoted software via E-Delivery, Customer MUST provide HP with the end-user's EMAIL address in writing (included with your order, Transaction document or otherwise) prior to fulfillment. HP cannot deliver electronic fulfillment software until this information is provided.

Hardware Title Passes At: At Delivery, Named Place of Destination

Please reference Hewlett-Packard's quote number, purchase agreement number (if applicable), item sequence and the following information on any resulting purchase order:

- Your requested delivery date
- The name and telephone number of the individual who is the end-user contact that Hewlett-Packard may call for product support information.
- If applicable, your support identifier or handle name, on any previously purchased support contract, covering the system on which any software herein quoted will be installed. The support identifier or handle is the one assigned when a support agreement is purchased.

Please contact your Hewlett-Packard Sales Representative should you have any technical questions or any other questions.

HP has financing options for technology solutions for the End User. If in the U.S., please contact the HP Technology Finance representative or call 1-888-999-HPTF (4783) for more information; if in Canada, please call 1-800-HP-LEASE (1-800-475-3273).

Prices are exclusive of use, sales, value added and other taxes. When applicable, such taxes will appear as a separate item on

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HP's invoice. Should the item(s) being quoted herein be exempt from sales tax, please ensure that the appropriate valid Tax Exemption Certificate, referencing Hewlett-Packard Company as the vendor, be forwarded to your Hewlett-Packard Order Processing Coordinator.

Contains Eclipse discounts.

Unless the customer has another valid agreement with HP, this quotation is governed by HP Single Order Terms. A copy of these terms can be found on-line at <http://welcome.hp.com/country/us/en/privacy/termsforsale.html> or a copy can be requested from your Customer Service Representative.

California law requires collection of a recycling fee for laptop computers, LCD desktop monitors, and CRTs (monitors and TVs). For more information, go to www.hp.com/go/hwrecycle. Applicable recycling fees may not be reflected in this quotation. Such fees will be included on your invoice upon order.

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