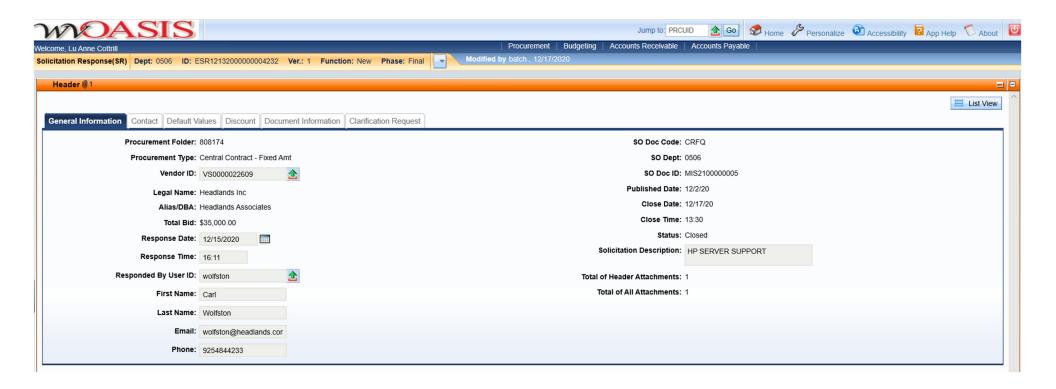


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

# State of West Virginia Solicitation Response

Proc Folder: 808174

Solicitation Description: HP SERVER SUPPORT

**Proc Type:** Central Contract - Fixed Amt

 Solicitation Closes
 Solicitation Response
 Version

 2020-12-17 13:30
 SR 0506 ESR12132000000004232
 1

**VENDOR** 

VS0000022609 Headlands Inc

Solicitation Number: CRFQ 0506 MIS2100000005

**Total Bid:** 35000 **Response Date:** 2020-12-15 **Response Time:** 16:11:27

Comments: We have attached supporting documents that include a detailed breakdown of our reposed to the specifications and

how the pricing was determined.

# FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov

Vendor
Signature X FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Dec 17, 2020
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
	HPE Hardware Maintenance Onsite Support or equal.				23525.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Commodity Line Comments: We are using HPE Support to offer support for this request

### **Extended Description:**

HPE Hardware Maintenance Onsite Support or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	HPE Collaborative Remote Support, or Equal				960.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Commodity Line Comments: We are using HPE Support to offer support for this request

# **Extended Description:**

HPE Collaborative Remote Support, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	HP Software Technical Unlimited Support or				0.00
	equal,				

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Commodity Line Comments:** While working with HPE to obtain your pricing they told us that there is no software associated with the hardware serial numbers was on the RFQ. So the amount for this line number is zero dollars

# **Extended Description:**

HP Software Technical Unlimited Support or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	HPE Return to Support charge part number (HU1D4AC) or Eq				720.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Commodity Line Comments:** Pricing was based on the last day of HPE support which was 1/31/2018. HPE then determines a Return to Service fee. This is the contract amount less any allowances.

### **Extended Description:**

HPE Return to Support charge part number (HU1D4AC) or Equal

Date Printed: Dec 17, 2020 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	HPE Return to Support charge part number				9795.00
	(UJ558AC) or Eq				

Comm Code	Manufacturer	Specification	Model #	
81112201				

**Commodity Line Comments:** Pricing was based on the last day of HPE support which was 1/31/2018. HPE then determines a Return to Service fee. This is the contract amount less any allowances.

# **Extended Description:**

HPE Return to Support charge part number (UJ558AC) or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Return to Support				0.00

Comm Code	Manufacturer	Specification	Model #	
81112201				

Commodity Line Comments: The pricing for this item is in lines 4 & 5, so there is not cost associated with this line item.

# **Extended Description:**

The Return to Support fee equals HPE's current monthly support charge for each product the Customer wishes to add to their support contract, multiplied by the number of months the product has been without support coverage.

 Date Printed:
 Dec 17, 2020
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05



# Headlands Associates Response to:

# **REQUEST FOR QUOTE**



Project Number: CRFQ-0506-MIS2100000005-1

**HP Server Support** 

2019 Washington Street, East Charleston, WV 25305

Bid Due Date:

December 17, 2020 1:30 P.M., Eastern Standard Time



Carl Wolfston wolfston@headlands.com

925-484-4233

1316 Piemonte Drive, Suite 204 Pleasanton, CA 94566

December 15, 2020

Crystal Hustead Buyer 2019 Washington Street, East Charleston, WV 25305 crystal.g.hustead@wv.gov

Subject: Project Number: CRFQ-0506-MIS2100000005-1

# Crystal,

Headlands Associates wants to thank the Department of Health and Human Resources for the opportunity to offer a solution to this requirement for your HP Server Solution requirement.

We have reviewed the specifications of this bid and decided that we can meet the needs for the criteria to win the award:

- · Ability to meet specification;
  - We have reviewed the specifications and have worked with HPE to ensure that we are offering the support levels that you have requested
- Proposed price;
  - Since we have been working with other government entities, we have determined what pricing must win these awards.
- The record of performance in providing similar sales; including such factors as timely response and cooperation
  - Since we have been in business since 1993, our record of delivering this type of support solution with HPE PointNext is excellent. We can provide you with references if requested for the accounts that we support their HPE Purchases.

### Summary

The Department of Health and Human Resources is seeking bids for a HP Server Support Solution.

Headlands Associates is offering the following bid to your organization for this project.

- Background on Headlands Associates
  - The company was started in San Carlos, California, in October 1993 as a "C"
     Corporation

- We have the following certifications:
  - Alameda County's Small, Local, Emerging Business (SLEB) Certification No. 11-00118
  - o State of California Small Business (SB) Certification Certification ID 35706
  - o Hewlett Packard Enterprise Silver Partnership Dealer ID 10033872

If you need any additional information, please do not hesitate to reach out to us.

Sincerely,

**Carl Wolfston** 

**Principle, Headlands Associates** 

# **Headlands Associates Response to the Specifications**

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resource, Office of Management Information Services to establish a contract for the purchase of Support for Hewlett Packard Servers.
  - Headlands Response We are offering only HPE PointNext support services for this bid.
- 2. DEFINITIONS:
  - Headlands Response We accept the definitions
- 3. QUALIFICATIONS
  - 3.1 Vendor must be authorized by Hewlett Packard to provide software maintenance and Support for the Licenses.
  - Headlands Response We have been working with DEC/Compaq/HPE since
    October 1993, when the company started. At this time, we are a Sliver partner
    with HP Enterprises and are authorized to sell PointNext Support (Software
    Maintenance and Support).



# FY21 Specializations

Silver Hybrid IT Specialization Pointnext Silver Services Specialization Aruba Business Partner

### 4. MANDATORY REQUIREMENTS:

- 4.1. Software Maintenance and Support: Vendor must provide maintenance and Support for the Licenses as follows:
  - Headlands Response:

- Our solution is based on using HPE's H1K93AC HPE Proactive Care 24x7
  wDMR SVC. Please see the appendix describing HPE Proactive Care Service.
  This solution meets and exceeds the requirements under Section 4.0 of your RFQ.
- Point of Fact The HPE offering does not include and software maintenance and support. This proposal is for Hardware, Collaborative, and Return to Service fees.
- 4.2 HPE Hardware Maintenance Onsite Support or equal,
- 4.3 HPE Collaborative Remote Support
- 4.4 HP Software Technical Unlimited Support
  - Headlands Response Per HPE records, they show no equipment has software that needs to be supported so this line item will be zero dollars on the pricing page.
- 4.5 HPE Return to Support charge part number (HU1D4AC) (HPE Brocade Return to HW Supp).
  - **Headlands Response** —The pricing formula is based on the previous support contract with HPE that expired on 1/31/2108 less discounts.
- 4.6 HPE Return to Support charge part number (UJ558AC) (HPE Ind Std Svrs Return to HW Supp)
  - **Headlands Response** —The pricing formula is based on the previous support contract with HPE that expired on 1/31/2108 less discounts.
- 4.7 Return to Support.
  - Headlands Response:
    - Please note that Sections 4.5 and 4.6 have the prices for this section so that this line item will be zero dollars.
    - The return to service fee was based on the information from HPE where their records show your warranty expired on 1/31/2018, which was 18 months ago.

### 5. CONTRACT AWARD:

- 5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages in wvOASIS.
  - Headlands Response: Understood and agree to this
- 5.2 Pricing Page: Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
  - Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.
  - Headlands Response: Understood but please note line items 3 and 6 will be for zero dollars per the comments under Section 4.5 and 4.7

- 6. PAYMENT: Agency shall pay as shown on the Pricing Pages, for all Contract Items performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  - Headlands Response: We understand and accept this.
- 7. FACILITIES ACCESS: Performance of Contract Items may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 7.1. Vendor must identify principal service personnel which will be issued access cardsand/or keys to perform service.
  - 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.
    - **Headlands Response**: Since HPE is doing this part of the contract we will ensure that HPE agrees to these line items.

### 8. VENDOR DEFAULT:

- 8.1. The following shall be considered a vendor default under this Contract.
  - 8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 8.1.2. Failure to comply with other specifications and requirements contained herein.
  - 8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 8.1.4. Failure to remedy deficient performance upon request.
  - Headlands Response We agree and will comply.
- 8.2. The following remedies shall be available to Agency upon default.
  - 8.2.1. Immediate cancellation of the Contract.
  - 8.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3. Any other remedies available in law or equity.
  - Headlands Response We agree and will comply.

# 9. MISCELLANEOUS:

9.1. Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

### • Headlands Response -

Contract Manager:

Telephone Number:

Carl Wolfston 925-484-4233

Fax Number:

N/A

Email Address:

wolfston@headlands.com

• **General Comment from Headlands** - We accept all the other terms and conditions within RFQ CRFQ - MIS2100000005.

# A detailed explanation of how the pricing was determined:

# H1K92AC - HPE Proactive Care 24x7 wDMR SVC

Product- Number	Description	Serial No.	Р	rice
Line	1 - HPE Hardware Maintenance On	site Support o	r equa	al
	HPE Hardware Maintenance Onsite Support			
455880-B21	HP BLc VC Flex-10 Enet Module Opt	3C42480124	\$	0.00
455880-B21	HP BLc VC Flex-10 Enet Module Opt	3C42480128	\$	0.00
AJS21B	HP B-series S/24c BladeSystem SAN Switch	CNS245B04J	\$	510.00
AJS21B	HP B-series S/24c BladeSystem SAN Switch	CNS245B05J	\$	510.00
504636-001	HP DL360 G6 L5520 Eff US Svr	MXQ01500KL	\$	835.00
409513-B22	HP BLc Virtual Connect 4Gb FC Opt Kit	MY59170249	\$	0.00
456204-B21	HPE BLc7000 DDR2 Encl Mgmt Option	OB01BP0575	\$	0.00
456204-B21	HPE BLc7000 DDR2 Encl Mgmt Option	OBOABK4015	\$	0.00
456204-B21	HPE BLc7000 DDR2 Encl Mgmt Option	OB26BP3496	\$	0.00
456204-B21	HPE BLc7000 DDR2 Encl Mgmt Option	OB2BCP3745	\$	0.00
456204-B21	HPE BLc7000 DDR2 Encl Mgmt Option	OB9BBP5109	\$	0.00
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	SGH252PRK4	\$	0.00
455SSO-B21	HP BLc VC Flex-10 Enet Module Opt	TW202600A5	\$	0.00
455SSO-B21	HP BLc VC Flex-10 Enet Module Opt	TW292000X8	\$	0.00
455SSO-B21	HP BLc VC F1ex-10 Enet Module Opt	TW292000Y2	\$	0.00
455SSO-B21	HP BLc VC Flex-10 Enet Module Opt	TW293100NJ	\$	0.00
60371S-B21	HP BL460c G7 CTO Blade	USE146KV40	\$	660.00
60371S-B21	HP BL460c G7 CTO Blade	USE202R3RM	\$	660.00
60371S-B21	HP BL460c G7 CTO Blade	USE202R3RN	\$	660.00
60371S-B21	HP BL460c G7 CTO Blade	USE203SKMT	\$	660.00
60371S-B21	HP BL460c G7 CTO Blade	USE203SKPT	\$	835.00
641016-B21	HP BL460c GenS IO/20Gb FLB CTO Blade	USE252R9WX	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9WY	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X1	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X2	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X3	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X4	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X5	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X9	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XC	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XD	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XE	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XF	\$	835.00

641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XT	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XW	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XX	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9YO	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9YI	\$	835.00
641016-B21	HP BL460c GenS I 0/20Gb FLB CTO Blade	USE252R9Y2	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y3	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y4	\$	835.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y6	\$	835.00
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	USE924MWHY	\$	660.00
		Total:	\$ 2	23,525.00

	ine 2 - HPE Collaborative Remote	Support, or Equ	al	HE SE
1.5	HPE Collaborative Remote Sunnort	TAN STATE OF THE S		. Water
504636-001	HP DL360 G6 L5520 Eff US Svr	MXQ01500KL	\$	42.00
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	SGH252PRK4	\$	17.00
60371S-B21	HP BL460c G7 CTO Blade	USE146KV40	\$	34.00
60371S-B21	HP BL460c G7 CTO Blade	USE202R3RM	\$	34.00
60371S-B21	HP BL460c G7 CTO Blade	USE202R3RN	\$	34.00
60371S-B21	HP BL460c G7 CTO Blade	USE203SKMT	\$	34.00
60371S-B21	HP BL460c G7 CTO Blade	USE203SKPT	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9WX	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9WY	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XI	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X2	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X3	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X4	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X5	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9X9	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XC	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XD	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XE	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XF	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XT	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XW	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9XX	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9YO	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9YI	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y2	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y3	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y4	\$	34.00
641016-B21	HP BL460c GenS 10/20Gb FLB CTO Blade	USE252R9Y6	\$	34.00
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	USE924MWHY	\$	17.00
		Total:	\$	960.00

Lin	e 3 - HP Software Technical Unlimited	Support or o	equal,	
Software- Support	HPE Software Technical Unlimited Support - Per HPE, this is hardware has not software items to be quoted		\$	•

Line 4 - H	HPE Return to Support charge part nu	ımber (HU1I	D4AC)	or Eq
HU1D4AC	HPE Brocade Return to Hardware Support. Not sure what the date of 10/31/2020. HPE shows the last date of Support was 1/31/2018 and was the date used in coming up with the Return to Support Cost	10/31/2020	\$	720.00

Line 5 -	HPE Return to Support charge part n	umber (UJ55	8AC)	or Eq
UJS58AC	HPE Ind Standard Servers Return to Hardware Support. Not sure what the date of 10/31/2020. HPE shows the last date of Support was 1/31/2018 and was the date used in coming up with the Return to Support Cost	10/31/2020	\$	9,795.00

+	Line 6 - Return to Support		
	See Lines 4 & 5, which is the pricing for the return to support line items	¢	

The total cost is \$35,000 for this RFQ.



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

# State of West Virginia **Centralized Request for Quote** Info Technology

Proc Folder:	808174		Reason for Modification:
Doc Description	n: HP SERVER SUPPORT	r	
Proc Type:	Central Contract - Fixed	Amt	
Date Issued	Solicitation Closes	Solicitation No	Version
Date issued	Contractor Cioses	1	

# BID RECEIVING LOCATION

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

**PURCHASING DIVISION** 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

**Vendor Customer Code:** 

Vendor Name: Headlands Associates

Address:

1316 Piemonte Drive, Suite 204

Street:

City:

Pleasanton

State:

CA

Country: USA

Zip: 94566

Principal Contact: Carl Wolfston

Vendor Contact Phone: 925-484-4233

**Extension:** 

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Vendor

C EWOLFS Signature X

FEIN# 94-3188410

**DATE** 12/15/2020

All offers subject to all terms and conditions contained in this solicitation

Date Printed: Dec 2, 2020

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

# ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCE, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE PURCHASE OF SUPPORT FOR HEWLETT PACKARD SERVERS PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES 321 CAPITOL STREET SUITE 400	HEALTH AND HUMAN RESOURCES ONE DAVIS SQUARE, STE 200
CHARLESTON WV 25301 US	CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HPE Hardware Maintenance Onsite Support or equal,	Lot	1	\$23,525	\$23,525

Comm Code	Manufacturer	Specification	Model #	
81112201	HPE			

### **Extended Description:**

HPE Hardware Maintenance Onsite Support or equal

SHIP TO	
HEALTH AND HUMAN RESOURCES	
ONE DAVIS SQUARE, STE 200	
·	
CHARLESTON WV 25301	
us	
	HEALTH AND HUMAN RESOURCES ONE DAVIS SQUARE, STE 200 CHARLESTON WV 25301

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	HPE Collaborative Remote Support, or Equal	Lot	1	\$960	\$960

Comm Code	Manufacturer	Specification	Model #	
81112201	HPE			

# **Extended Description:**

HPE Collaborative Remote Support, or Equal

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES 321 CAPITOL STREET SUITE 400	HEALTH AND HUMAN RESOURCES ONE DAVIS SQUARE, STE 200
CHARLESTON WV 25301 US	CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	HP Software Technical Unlimited Support or	Lot	1	\$0	\$0
	equal,				

Comm Code	Manufacturer	Specification	Model #	
81112201	HPE has stated	that the hardware	on this RFQ	does not
	have any softw	are associated wit	h it.	

# **Extended Description:**

HP Software Technical Unlimited Support or equal

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES 321 CAPITOL STREET	HEALTH AND HUMAN RESOURCES ONE DAVIS SQUARE, STE 200
SUITE 400	ONE DAVIS SQUANE, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
Jus	US

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	Total Price
4	HPE Return to Support charge part number (HU1D4AC) or Eq	Lot	1	\$720	\$720

Comm Code	Manufacturer	Specification	Model #	
81112201	HPE			

# **Extended Description:**

HPE Return to Support charge part number (HU1D4AC) or Equal

AND HUMAN RESOURCES
TO COLLADE OTE 200
'IS SQUARE, STE 200
STON WV 25301
3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
5	HPE Return to Support charge part number (UJ558AC) or Eq	Lot	1	\$9,795	\$9,795

Comm Code	Manufacturer	Specification	Model#	
81112201	HPE			

# **Extended Description:**

HPE Return to Support charge part number (UJ558AC) or Equal

INVOICE TO	SHIP TO	
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES	
321 CAPITOL STREET	ONE DAVIS SQUARE, STE 200	
SUITE 400		
CHARLESTON WV 25301	CHARLESTON WV 25301	
us	US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Return to Support	Lot	1	\$0	\$0
ł					

Comm Code	Code Manufacturer			Specification				Model #					
81112201	This with	item this	is part o line item	f Lines	4	&	5	so	there	is	no	cost	associated

# **Extended Description:**

The Return to Support fee equals HPE's current monthly support charge for each product the Customer wishes to add to their support contract, multiplied by the number of months the product has been without support coverage.

SCHEDUL	<b>EOFEVENTS</b> OF THE LEGISLAND	
<u>Line</u>	<u>Event</u>	Event Date
1	<b>VENDOR QUESTION DEADLINE</b>	2020-12-08

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ MIS2100000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:	There was	no addition	al addendums
(Check the box next to each addendum received)	issued.		
	ndum No. 6		
Addendum No. 2	ndum No. 7		
Addendum No. 3	ndum No. 8		
Addendum No. 4 Adde	ndum No. 9		
Addendum No. 5	ndum No. 10		
I understand that failure to confirm the receipt of adder I further understand that any verbal representation mad discussion held between Vendor's representatives and the information issued in writing and added to the spec binding.	e or assumed to be any state personne	e made during an el is not binding.	y oral Only
Headlands Associates			
CEWOLK fur			
Authorized Signature			
12/15/2020			
Date		<del></del>	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Headlands Associates	
(Name, Title) Carl Wolfston / Principle	
(Printed Name and Title)	
1316 Piemonte Drive, Suite 204, Pleasanton, CA 9	4566
(Address)	
Phone Number: 408-829-3028 / Fax N/A	
(Phone Number) / (Fax Number) wolfston@headlands.com	
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Headlands Associates
(Company) CEWolfs for
(Authorized Signature) (Representative Name, Title)
Carl Wolfston / Principle
(Printed Name and Title of Authorized Representative)
12/15/2020
(Date)
Phone Number: 408-829-3028 / Fax N/A
(Phone Number) (Fax Number)



# **HPE PROACTIVE CARE SERVICE**

# **Support Services**

# **SERVICE BENEFITS**

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

- Faster resolution from specially trained, solution-oriented advanced resources who manage the incident from start to finish
- Recommendations for firmware version and software patching on supported products to help prevent problems<sup>1</sup>
- Identification of risks and issues through regular device-based proactive scans that help ensure that configurations are consistent with Hewlett Packard Enterprise best practices<sup>2</sup>
- Access to a remote HPE Technical Account Manager, who can provide advice and guidance on issues, risks, and recommendations identified by Remote Support Technology<sup>3</sup>

### **SERVICE OVERVIEW**

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

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

Should an incident occur, HPE Proactive Care includes on-site hardware repair if it is required to resolve the issue. You can choose from a range of hardware reactive support levels to meet your business and operational needs.

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

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

 $<sup>^{1,\ 2}</sup>$  Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

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

Page 2

**TABLE 1.** Service features overview

Feature	Description
HPE support resources	HPE Technical Account Manager (TAM)
(see <u>Table 2</u> for details)	HPE Technical Solution Specialist (TSS)
Problem prevention	• Firmware and Software Version Report and Recommendations <sup>4</sup>
(see Table 3 for details)	• Proactive Scan Report and Recommendations <sup>5</sup>
	• Incident Report
	Report distribution to HPE Support Center
	• Review with TAM
	Remote Support Technology installation assistance
Incident management	• Enhanced call handling
(see <u>Table 4</u> for details)	• Automatic call logging capability <sup>6</sup>
	• Basic Software Support and Collaborative Call Management for selected non-HPE software on eligible HPE hardware products
	Knowledge database and HPE Support Center access
	Replacement parts and materials
	Access to firmware updates (for eligible products)
Incident management	Hardware reactive support choices at three levels:
service levels	– HPE Next Business Day Proactive Care Service
(see <u>Table 4</u> for details)	– HPE 4-hour 24x7 Proactive Care Service
	– HPE 6-hour Call-to-Repair Proactive Care Service
	• Software reactive support:
	– 24x7 software support
	– Software product and documentation updates
	– License to use software updates if purchased from Hewlett Packard Enterprise
	- Hewlett Packard Enterprise recommended software and documentation updates method
Optional services	Additional technical expertise
(see Table 5 for details)	HPE Defective Media Retention (DMR)
	HPE Comprehensive Defective Material Retention (CDMR)

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

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

<sup>4, 5, 8</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

TABLE 3. Specifications: Problem prevention and personalized technical expertise

#### **Feature**

### **Delivery specifications**

Hewlett Packard Enterprise will publish a set of reports that contain HPE's analysis and recommendations (where appropriate) covering the devices under the HPE Proactive Care support agreement. Remote Support Technology is used to capture the necessary revision and configuration data to enable analysis and report creation. These reports will be published to the HPE Support Center (HPESC) for the Customer to access. Once the report is reviewed by the Customer, a TAM can be contacted to remotely discuss the report content to gain a better understanding of the HPE recommendations and observations contained within the report.

### Firmware and Software Version Report

IT reliability and stability can be impacted by the levels of the Customer's software and firmware revisions. Twice a year, Hewlett Packard Enterprise reviews the products under the HPE Proactive Care contract to verify that they are at HPE recommended revision levels. HPE provides the Customer with access to a report containing its recommendations for applicable software versions, patches, and firmware revisions for each covered device.

HPE performs the following core deliverables using Remote Support Technology as part of the firmware and software version recommendation activity.<sup>7</sup>

### Firmware version recommendations

The report will indicate the installed and Hewlett Packard Enterprise recommended firmware revisions for the devices covered by the HPE Proactive Care contract. The firmware analysis is limited to supported devices.

Installation is also provided for firmware defined by HPE as non-customer installable. HPE will install these firmware updates, if requested by the Customer, during the related hardware device support coverage window at no additional charge to the Customer. If HPE determines that the firmware update is designed for remote installation, then additional charges may be applied for on-site installation of the non-customer-installable firmware updates. HPE can provide telephone support for firmware defined as customer installable during the related hardware device support coverage window. The Customer can purchase additional services to install customer-installable firmware.

#### Software version recommendations

Hewlett Packard Enterprise will provide the Customer with patch analysis and HPE's update recommendations for all covered operating systems, virtualization software, or software required to operate storage devices that are covered under HPE Proactive Care support. Update recommendations are provided by comparing the Customer's current version information against the latest supported releases. HPE Proactive Care provides the Customer with HPE's general recommendations, which are intended to address critical gaps with individual devices or products.

The Customer is responsible for installing all software patches and updates. HPE can provide telephone assistance, if requested, to help the Customer with the installation of software patches for supported software. The Customer can purchase additional services to have HPE install supported software revisions and patches.

For select operating systems or virtualization software that is not directly covered by an HPE Proactive Care agreement but is running on an underlying server covered by HPE Proactive Care support, HPE will provide an annual report indicating the latest software revisions available.

Certain third-party products may not be covered under this service feature. Please consult a Hewlett Packard Enterprise representative or authorized Hewlett Packard Enterprise channel partner for more details.

### **Proactive Scan Report**

Twice a year, Hewlett Packard Enterprise performs a proactive scan of HPE Proactive Care supported devices in the Customer's computing environment. For HPE servers and certain storage and networking products, this service provides a technical device assessment that is designed to help identify potential system configuration problems.

Remote Support Technology is used to collect, transport, and analyze configuration and revision data to identify trends, revisions, or parameters that may impact operation. This analysis uses diagnostic tools and processes to compare the devices to HPE management best practices or support advisories. HPE then prepares a report that details the findings and highlights potential risks and issues that require resolution or investigation, identifies deviations from HPE best practices, and recommends a possible course of action to address them.<sup>8</sup>

# Incident Report

The Customer has access to a quarterly report that provides certain details regarding the Customer's case history and trends. The report captures Hewlett Packard Enterprise incidents logged over the reporting period for electronic and manually submitted cases for the devices covered by the HPE Proactive Care Service agreement. Details are provided for each case submitted, specifically call submission information, hardware part consumption (if applicable), and call closure summary.

# Report distribution to the HPE Support Center (HPESC)

Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports are provided electronically as part of this service. Reports are distributed through the Hewlett Packard Enterprise Support Center (HPESC) portal using security features designed to maintain confidentiality. Reports are published to the Customer's HPE Support Center account for access by authorized Customer users. For more information about report access, visit hpe.com/services/proactivecarecentral.

### Review with Technical Account Manager (TAM)

For Firmware and Software Version Reports, Proactive Scan Reports, and Incident Reports, a TAM is available remotely to discuss the report content and the potential implications to the Customer's operations.

Once the report is available in the HPESC, a TAM is available (on request via HPESC or phone) during standard business hours to discuss with the Customer the report analysis, Hewlett Packard Enterprise's recommendations, and potential implications. Implementation of the recommendations is not included as part of this service, and is the Customer's responsibility; however, additional assistance can be purchased from HPE to implement the recommendations.

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

<sup>&</sup>lt;sup>8</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery.

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

#### **Feature**

### **Delivery specifications**

### Remote Support Technology installation assistance

HPE Proactive Care Service uses HPE proprietary service tools, which are referred to in this data sheet as Remote Support Technology. Remote Support Technology is the principal method for delivering device monitoring, automated case creation, and a variety of proactive reports. The current version of Remote Support Technology, with the data collections function enabled, is a prerequisite for delivery of HPE Proactive Care Service. If the Customer does not install and operate the current version of Remote Support Technology, HPE will not provide the Firmware and Software Version Report, Proactive Scan Report, hardware call-to-repair time commitment, remote monitoring, and automated call logging deliverables of HPE Proactive Care Service. See further details in the Service limitations and Service prerequisites sections.

### Remote Support Technology installation assistance

Hewlett Packard Enterprise Remote Support Technology is made available to HPE Support Customers as a feature of HPE Proactive Care Service.

The Customer is responsible for installing Remote Support Technology. In order to help ensure a successful installation of Hewlett Packard Enterprise Remote Support Technology, HPE will provide remote technical advice and assistance on the installation and configuration of the initial Remote Support Technology installation upon the Customer's request.

As part of this activity, Hewlett Packard Enterprise will explain the features and benefits of Remote Support Technology and recommend the appropriate configuration based on the type and number of devices supported in the Customer's HPE Proactive Care environment.

### TABLE 4. Specifications: Incident management

### Feature

### **Delivery specifications**

# Enhanced call

The Customer can contact Hewlett Packard Enterprise 24 hours a day, 7 days a week. When the Customer calls with a critical incident, HPE aims to either connect the Customer to a TSS or call the Customer back within 15 minutes.

The TSS is trained to address issues in complex computing environments and has access to Hewlett Packard Enterprise's full array of technical knowledge and resources engaged with the goal to help rapidly diagnose and resolve issues. In the event that there is a hardware issue requiring on-site service, a HPE Customer engineer is dispatched to the Customer's site in accordance with the purchased hardware on-site reactive service level for that affected device. In addition to providing troubleshooting, the TSS employs rigorous case management and escalation procedures and engages additional technical specialists as needed.

Hardware support on-site response times and call-to-repair time commitments, as well as software support remote response times, differ depending on incident severity and the purchased on-site coverage level. The Customer determines the incident severity level when logging or confirming a case with Hewlett Packard Enterprise. Incident severity levels are defined in the General provisions/Other exclusions section.

Once a service request has been placed and Hewlett Packard Enterprise has acknowledged receipt of the case, HPE will work to isolate the hardware or software problem and to troubleshoot, remedy, and attempt to resolve the problem remotely with the Customer. Prior to any on-site assistance, HPE may initiate and perform remote diagnostic tests using innovative automation tools to access covered products, or HPE may use other means available to facilitate remote problem resolution.

Incident cases for Hewlett Packard Enterprise connected products using Remote Support Technology can be automatically created 24x7, as described below. Customers may also report problems to HPE via a special access phone number or electronically via HPE Support Center. HPE retains the right to determine the final resolution of all reported problems.

# Automatic call logging capability<sup>10</sup>

For supported devices, automatic call logging capabilities are enabled so that devices will submit hardware service incidents directly to Hewlett Packard Enterprise using Remote Support Technology.<sup>11</sup> Incidents are submitted with "failure data" 24x7 and are responded to within the service-level coverage timeframe for the associated device. Where configured, HPE Insight Online can provide a single point of visibility to incidents and resolution.

<sup>&</sup>lt;sup>9</sup> Please see the General provisions/Other exclusions section for more details.

<sup>&</sup>lt;sup>10</sup> For a list of the non-HPE software products eligible for Basic Software Support and Collaborative Call Management, please refer to h20195.www2.hpe.com/v2/GetDocument.aspx?docname=4aa4-9998enw. In addition to the products covered on this list, any additional ISV products and variations on these deliverables are noted at hpe.com/services/proactivecaresupported products.

<sup>&</sup>lt;sup>11</sup> Requires the Customer to install and operate Remote Support Technology with the data collections function enabled for delivery

TABLE 4. Specifications: Incident management (continued)

#### **Feature**

### **Delivery specifications**

Basic Software
Support and
Collaborative
Call Management
for selected
non-HPE software
on eligible
HPE hardware
products

Basic Software Support provides 24 hours per day, 7 days per week phone support for selected independent software vendor (ISV) software that resides on hardware covered by HPE Proactive Care. For Basic Software Support, HPE will investigate and attempt to resolve problems by asking the Customer to apply fixes that have been made available or known to HPE. In some cases, support may be limited to communication of a known fix available through the installation of a software update or patch, and the Customer will be directed to available sources for the applicable updates or patches because access to the known fix requires additional service contracts with the respective software vendor. If the problem is still not resolved, then Collaborative Call Management can be initiated at the Customer's request.

If Hewlett Packard Enterprise determines that a problem is caused by a selected ISV product and the problem is not resolved by the Customer applying known available fixes, HPE will, at the Customer's request, initiate Collaborative Call Management with the ISV.

Collaborative Call Management can be provided only in cases where Customers have appropriate active support agreements in place with selected ISVs and the Customer has taken the steps necessary<sup>12</sup> to ensure that HPE can submit calls on the Customer's behalf for the limited purpose of placing a support call with the vendor. HPE will engage the ISV and provide information about the Customer's issue, as obtained during the Basic Software Support service call. Once the call has transitioned to the ISV, it is then the responsibility of the ISV to resolve the Customer issue, which will be subject to the support levels of the agreement between the Customer and that ISV. Once the ISV is engaged, HPE will close the HPE call, but the Customer or ISV can resume the service issue with HPE if needed by referencing the original call identification number.

Basic Software Support and Collaborative Call Management applies only to select ISV Software when that software is not under HPE support. When ISV Software is covered by HPE Software Support, support is provided as described in the Hardware and software incident support section.

Knowledge database and HPE Support Center (HPESC) access Hewlett Packard Enterprise provides access to the HPE Support Center (HPESC) as part of HPE Proactive Care Service. HPESC provides personalized access to HPE Insight Online (personalized dashboard), support forums, support case submittal, drivers, patch management, software updates, and warranty/contract coverage.

HPESC access and functionality are enabled through the linking of the Customer's HPE Passport with Service Agreements, and must be done to enable all available features. For more information, visit hpe.com/services/proactivecarecentral.

Through HPESC, the Customer has access to:

- Published HPE Proactive Care reports for the Customer
- Subscription to hardware-related proactive service notifications, and participation in support forums for solving problems and sharing best practices with other registered users
- Expanded web-based searches of entitled technical support documents to facilitate faster problem-solving
- Certain Hewlett Packard Enterprise proprietary service diagnostic tools with password access
- A web-based tool for submitting questions directly to Hewlett Packard Enterprise; the tool helps to resolve problems quickly with a prequalification process that routes the support or service request to the resource qualified to answer the question; the tool also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone
- Hewlett Packard Enterprise and available third-party hosted knowledge databases, which can be searched for certain third-party products in order to retrieve product information, get answers to support questions, and participate in support forums; this service may be limited by third-party access restrictions
- Services, which the Customer can browse, select, and schedule using credits, and view the current balance of credits

# Replacement parts and materials

Hewlett Packard Enterprise will provide replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. All replaced parts become the property of HPE unless optional defective material retention or comprehensive defective material retention service options have been purchased. Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price for the replacement part.

Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts. The repair or replacement of any supplies or consumable parts is the responsibility of the Customer. Some exceptions may apply; contact Hewlett Packard Enterprise for more information. If a consumable part is eligible for coverage, as determined by HPE, call-to-repair time commitments and on-site response times do not apply to repair or replacement of the covered consumable part.

### Maximum supported lifetime/maximum usage

Parts and components that have reached their maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, product QuickSpecs, or the technical product data sheet will not be provided, repaired, or replaced as part of this service.

<sup>&</sup>lt;sup>12</sup> See the Customer responsibilities section for steps required

TABLE 4. Specifications: Incident management (continued)

#### **Feature**

#### **Delivery specifications**

# Firmware updates for eligible products

As Hewlett Packard Enterprise releases entitled firmware updates to HPE hardware products, updates are only made available to Customers with an active agreement that entitles them to access these updates.

HPE Proactive Care Customers will have the right to download, install, and use firmware updates for hardware products covered by this service, subject to all applicable license restrictions in HPE's current standard sales terms.

Hewlett Packard Enterprise will verify entitlement to updates by reasonable means (such as an access code or other identifier), and the Customer is responsible for using any such access tools in accordance with the terms of this data sheet and other applicable agreements with HPF.

Hewlett Packard Enterprise may take additional reasonable steps, including audits, to verify the Customer's adherence to terms of their agreements with HPE, including this data sheet.

For Customers with licenses to firmware-based software products (features implemented in firmware activated by the purchase of a separate software license product), the Customer must also have, if available, an active HPE Software Support agreement to receive, download, install, and use related firmware updates.

Hewlett Packard Enterprise will provide, install, or assist the Customer with the installation of firmware updates as previously described in this document only if the Customer has the license to use the related software updates for each system, socket, processor, processor core, or end-user software license as allowed by the original HPE or original manufacturer software license terms.

#### Incident management service-level choices

### Hardware and software incident support

Each HPE Proactive Care Service level includes problem prevention and incident management support for hardware and software products. For each HPE Proactive Care Service level, Hewlett Packard Enterprise provides all the core problem prevention service features noted in Tables 2 and 3, as well as the related core incident management service features noted in this table.

For hardware products, the HPE Proactive Care portfolio offers three distinct hardware service levels<sup>13</sup>

- HPE Next Business Day Proactive Care Service
- HPE 4-hour 24x7 Proactive Care Service
- HPE 6-hour Call-to-Repair Proactive Care Service

The HPE Proactive Care portfolio also offers the same three service levels with the inclusion of hardware defective media retention (DMR) and comprehensive defective material retention (CDMR) as additional optional service features that the Customer may elect to purchase based upon their requirements.

For eligible products, the DMR service feature option, if purchased, allows the Customer to retain a defective hard disk or eligible SSD/Flash Drive that the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk or SSD/Flash Drive") covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the DMR service option. In addition to DMR, the CDMR service feature option, if purchased, allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the CDMR service option. See Table 5 for more information.

For software products, HPE Proactive Care Service provides software support 24 hours per day, 7 days per week including HPE holidays. Once a non-critical software service request (severity 3 or 4) is received, Hewlett Packard Enterprise will respond to the call within 2 hours after the service request has been logged. HPE provides corrective support to resolve identifiable and Customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. The Customer receives assistance with troubleshooting incidents and resolving configuration parameters. For critical software response (severity 1 or 2) situations, please refer to the Enhanced call handling feature described earlier in this document.

The variations in the HPE Proactive Care reactive hardware service levels are outlined in the section that follows. All coverage windows are subject to local availability.

Contact a local Hewlett Packard Enterprise sales office for detailed information on service availability.

### Hardware support options

### HPE Next Business Day Proactive Care Service

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

### Hardware support coverage window:

• Standard business hours, standard business days (9x5): On-site service is available 9 hours per day between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding HPE holidays.

### Hardware on-site support response time:

• Next Business Day on-site response: A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the on-site coverage window to begin hardware maintenance service on the next coverage day after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware on-site support" area of the Service limitations section. Availability of response times is dependent on the proximity of the Customer site to an HPE-designated support hub. See Table 6 for more details. Please contact HPE for further information.

 $<sup>^{13}</sup>$  All service levels may not be available on all products.

TABLE 4. Specifications: Incident management (continued)

#### **Feature**

### **Delivery specifications**

# HPE 4-hour 24x7 Proactive Care Service

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

### Hardware support coverage window:

• 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.

### Hardware on-site support response time:

4-hour on-site response: A Hewlett Packard Enterprise authorized representative (CE) will arrive at the Customer's site during the on-site
coverage window to begin hardware maintenance service within 4 hours after the call has been received and acknowledged by HPE. Service
features are defined in the "Hardware on-site support" area of the Service limitations section. Availability of response times is dependent on
the proximity of the Customer site to an HPE-designated support hub. See Table 6 for more details. Please contact HPE for further information.

# HPE 6-hour Call-to-Repair Proactive Care Service

Hewlett Packard Enterprise provides the following reactive service levels for the specific devices covered under this option:

### Hardware support coverage window:

• 24x7: Service is available 24 hours per day, 7 days per week including HPE holidays.

#### Hardware call-to-repair time commitment:

For critical incidents (severity 1 and 2), HPE will use commercially reasonable efforts to return the covered hardware to operating condition within 6 hours after the call has been received and acknowledged by HPE. Service features are defined in the "Hardware on-site support" and "Hardware call-to-repair commitment" areas of the <u>Service limitations</u> section. Availability of response times and call-to-repair times is dependent on the proximity of the Customer site to an HPE-designated support hub. See <u>Table 6</u> for more details. Please contact HPE for further information

For non-critical incidents (severity 3 and 4) or at the Customer's request, HPE will work with the Customer to schedule an agreed-upon time for the remedial action to begin, and the call-to-repair time commitment will then start at that time. Incident severity levels are defined in the General provisions/Other exclusions section.

Call-to-repair time refers to the period of time that begins when the initial hardware service request has been received and acknowledged by HPE or at the start time for work scheduled in agreement with the Customer, as specified in the General provisions/Other exclusions section. Call-to-repair time ends with HPE's determination that the hardware is repaired, or when the reported event is closed with the explanation that HPE has determined that it does not currently require on-site intervention.

Repair is considered complete upon Hewlett Packard Enterprise verification that the hardware malfunction has been corrected or that the hardware has been replaced. HPE is not liable for any lost data, and the Customer is responsible for implementing appropriate backup procedures. Verification by HPE may be accomplished by the completion of a power-on self-test, standalone diagnostic, or visual verification of proper operation. At its sole discretion, HPE will determine the level of testing necessary to verify that the hardware is repaired. At its sole discretion, HPE may temporarily or permanently replace the product in order to meet the call-to-repair time commitment. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

It will take 30 days from the time this service is purchased to set up and perform necessary audits and processes so that the hardware call-to-repair time commitment can be put into effect. During this initial 30-day period and for up to 5 additional business days after the audit is completed, HPE will provide a 4-hour on-site response time.

Enhanced parts inventory management (call-to-repair time commitment only).

To support HPE call-to-repair time commitments, an inventory of critical replacement parts is maintained for Customers who have selected the call-to-repair option. This inventory is stored at an HPE-designated facility. These parts are managed to allow for increased inventory availability and are accessible to Hewlett Packard Enterprise authorized representatives responding to eligible calls.

### Software support options

### Software product and documentation updates

As Hewlett Packard Enterprise releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how the Customer can obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when they are required to download, install, or run the latest software revision.

For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPESC. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates.

For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.

# License to use software updates

The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the HPE or original manufacturer software license terms.

The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.

### HPE recommended software and documentation updates method

For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by HPE. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or a third-party hosted website.

**TABLE 5.** Specifications: Optional services

Feature	Delivery specifications
Additional technical expertise	The provision of additional technical expertise is an optional feature and is a flexible way to augment and complement the Customer's own IT team skills, providing specialist capacity on an as-needed basis. If the Customer wishes to access technical services from HPE, such services can be provided through the per-event HPE Technical Services portfolio or by purchasing HPE Proactive Select credits.
HPE Defective Media Retention	For eligible products, this service feature option allows the Customer to retain defective hard Disk or eligible SSD/Flash Drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk or SSD/Flash Drive") covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention service option.
HPE Comprehensive Defective Material Retention	In addition to defective media retention, this service feature option allows the Customer to retain additional components that have been designated by Hewlett Packard Enterprise as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention service option. The components that can be retained under this service feature are outlined in the document located at <a href="https://encom/services/cdmr/">https://encom/services/cdmr/</a> .

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

Feature	Delivery specifications						
Geographic locations	Travel zones and charges, if applicable, may vary in some geographic locations.						
Travel zones table for hardware on-site response time	Distance from HPE-designated support hub	4-hour hardware on-site response time	Next-day hardware on-site response time				
response nine	0-100 miles (0-160 km)	4 hours	Next coverage day				
	101–200 miles (161–320 km)	8 hours	1 additional coverage day				
	201–300 miles (321–480 km)	Established at time of order and subject to availability	2 additional coverage days				
	More than 300 miles (480+ km)	Established at time of order and subject to availability	Established at time of order and subject to availability				
Hardware call-to-repair time commitment	A hardware call-to-repair time commitment is av zones and charges may vary in some geographic more than 100 miles (160 km) from an HPE-des HPE-designated support hub, an adjusted hardv	c locations. The hardware call-to-repair time con signated support hub. For sites that are located to	nmitment is not available for sites located from 51 to 100 miles (81 to 160 km) of an				
Travel zone table	Distance from HPE-designated support hub	6-hour hardware call-	-to-repair time				
call-to-repair time commitment	0–50 miles (0–80 km)	6 hours					
	51–100 miles (81–160 km)	8 hours					
	More than 100 miles (160+ km)	Not available					

Page 9

# **SERVICE LIMITATIONS**

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

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

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

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

### Scope of products covered

This service is available for selected servers, software, storage devices, storage arrays, network devices, and storage area networks.

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

# **General limitations**

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

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

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

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

### Hardware call-to-repair commitment

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

Hardware call-to-repair time options are specified in the <u>HPE 6-hour Call-to-Repair Proactive Care Service</u> section. All call-to-repair times are subject to local availability. Contact a local Hewlett Packard Enterprise sales office for detailed information on availability.



The hardware repair time commitment may vary for specific products.

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

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

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

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

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

If the Customer agrees to the recommended CSR and a CSR part is provided to return the system to operating condition, the on-site service level shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation. For more information about CSR, visit <a href="https://example.com">hpe.com</a> and search for the HPE Product User and Maintenance Guide for your product.

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

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

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

### Hardware on-site support

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

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

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

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



Notwithstanding anything to the contrary in this document or Hewlett Packard Enterprise's current standard sales terms, HPE will, for selected enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

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

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

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

In the event that a CSR part is provided to return the system to operating condition, the on-site response time, if any, shall not apply. In such cases, Hewlett Packard Enterprise practice is to express ship to the Customer location the CSR parts that are critical to the product's operation.

### Software

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

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

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

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

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

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

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

Failure rates on these components are constantly monitored, and Hewlett Packard Enterprise reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the defective media retention or comprehensive defective material retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

# **SERVICE PREREQUISITES**

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



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

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

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

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

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

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

# **CUSTOMER RESPONSIBILITIES**

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

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

The Customer is responsible for removing devices that are blocked from physical access and ensuring any covered devices are directly accessible without the use of additional tools or equipment and do not expose the Hewlett Packard Enterprise authorized representative to a potential health or safety hazard in order to perform the services. The Customer must ensure the covered device(s) are fully and freely accessible to the Hewlett Packard Enterprise authorized representative without any hindrance whatsoever prior to the delivery of the service. If the Customer fails to meet the foregoing access requirements, HPE is under no obligation to perform the services and HPE shall be entitled to charge the Customer for the support call at HPE's published service rates. The Customer must provide accurate and complete information in a timely manner as required for Hewlett Packard Enterprise to perform the services.

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

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

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



### The Customer will:

• Start self-tests and install and run other diagnostic tools and programs

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

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

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

In cases where CSR parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by Hewlett Packard Enterprise. In the event that HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price for the defective part or product, as determined by HPE.

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

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

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

### The Customer will:

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

• Use all software products in accordance with current Hewlett Packard Enterprise software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service

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

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

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

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

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

### **SMART SPARES BOX**

The following terms apply only if Customer has an HPE owned and provided Smart Spares Box installed at the Customer's site. The Smart Spares Box is configured to store a remotely manageable inventory of product spare parts ("Smart Spares Box Content") in connection with the qualifying support services described in this data sheet.

### **Customer responsibilities:**

- 1. Allow HPE to deliver and timely install (including securing permission for placement and installation at Customer sites leased from or owned by a third party) the Smart Spares Box on Customer's premises at a location mutually determined by the parties for purpose described above
- 2. Allow HPE to have timely unrestricted access to the Smart Spares Box to drop-off and pick up Smart Spares Box Content, inspect, maintain, repair and de-install or replace the Smart Spares Box as requested by HPE
- 3. To not transfer the care or custody or remove the Smart Spares Box
- 4. Notify HPE as soon as reasonably possible of any unauthorized use or damage to or malfunction of the Smart Spares Box, as soon as reasonably possible following discovery by Customer
- 5. Take reasonable care (including taking reasonable measures to prevent loss or damage) of the Smart Spares Box while installed at Customer's site
- 6. Upon termination or expiration of support coverage with HPE, or at HPE's sole discretion, allow HPE to remove the Smart Spares Box and Smart Spares Box Content. Customer can request removal of the Smart Spares Box by providing HPE with sixty (60) days advance notice

### **Additional limitations**

The Smart Spares Box is considered a Proprietary Service Tool as defined in HPE's support terms, including any Supporting Material.

The Customer expressly acknowledges that neither this provision nor the provisioning of the Smart Spares Box constitutes a sale or rental of the Smart Spares Box or the Smart Spares Box Content. The Smart Spares Box is provided "as is", without express or implied warranty of any kind, and to the extent permitted by law, HPE disclaims all warranties.

# **GENERAL PROVISIONS/OTHER EXCLUSIONS**

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

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

Incident severity levels are defined as follows:

TABLE 7. Incident severity levels

Severity 1	Critical Down	Critical or Severe Business Impact: For example, production environment down; production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety and security issues.
Severity 2	Critically Degraded	Limited Business Impact or Business Risk: For example, critical non-production environment or system issue; production environment available but some functions limited or degraded; severely restricted use.
Severity 3	Normal	No Business Impact: For example, non-production system (e.g., test system) or non-critical issue; work around in place, installations.

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

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

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

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

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

TABLE 8. HPE Proactive Care configurable/flexible packages support services

H1K90Ax	HPE Proactive Care NBD SVC
H1K91Ax	HPE Proactive Care NBD wDMR SVC
H1K92Ax	HPE Proactive Care 24x7 SVC
H1K93Ax	HPE Proactive Care 24x7 wDMR SVC
H1K94Ax	HPE Proactive Care CTR SVC
H1K95Ax	HPE Proactive Care CTR wDMR SVC

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

H1K90AC	HPE Proactive Care NBD SVC
H1K91AC	HPE Proactive Care NBD wDMR SVC
H1K92AC	HPE Proactive Care 24x7 SVC
H1K93AC	HPE Proactive Care 24x7 wDMR SVC
H1K94AC	HPE Proactive Care CTR SVC
H1K95AC	HPE Proactive Care CTR wDMR SVC

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

# **RESOURCES**

Insight Remote Support release notes: hpe.com/services/getconnected

Software Product List Collaborative Support provided by HPE: h20195.www2.hpe.com/v2/GetDocument.aspx?docname=4aa4-9998enw

HPE Support Center:

hpe.com/support/hpesc

HPE Media Sanitization Policy and Media Handling Policy:

hpe.com/mediahandling

HPE Comprehensive Defective Material Retention:

hpe.com/services/cdmr/

# **LEARN MORE AT**

hpe.com/services/proactivecare

Make the right purchase decision. Contact our presales specialists.







وره

**HPE** support



**Get updates** 



© Copyright 2012–2013, 2015–2016, 2018–2020 Hewlett Packard Enterprise Development LP. The information contained herein is subject to change without notice. The only warranties for Hewlett Packard Enterprise products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. Hewlett Packard Enterprise shall not be liable for technical or editorial errors or omissions contained herein.

This data sheet is governed by the Hewlett Packard Enterprise current standard sales terms, which include the supplemental data sheet, or, if applicable, the Customer's purchase agreement with Hewlett Packard Enterprise.