



**Hewlett Packard**  
Enterprise

## Response to Alabama Community College System for Alabama Higher Education Joint Purchasing Agreement from Hewlett Packard Enterprise Company

Maximize uptime and simplify IT with HPE

February 15, 2019  
Bid #: ACCS-2019-01



Hewlett Packard Enterprise Company  
3000 Hanover Street  
Palo Alto, CA 94304-1185  
[www.hpe.com](http://www.hpe.com)



February 15, 2019

Alabama Community College System  
Joint Purchase Agreement Initiative  
135 South Union Street  
Suite 135  
Montgomery, Alabama 36104

Mary Reuss  
Contract Negotiator  
Tel.: +1 512-319-0011  
[mary.reuss@hpe.com](mailto:mary.reuss@hpe.com)

To Whom It May Concern:

Hewlett Packard Enterprise (HPE) is pleased to offer Alabama Community College System (ACCS) the enclosed proposal for leading-edge information technology products and services on behalf of the System Institutions and other authorized entities. Our response to Bid Number ACCS-2019-01 is based on high quality, high performance HPE products and solutions that can help ACCS achieve enhanced productivity, increased business agility and greater competitive advantage. Key differentiators of the proposed solution include:

- A broad portfolio of market-leading products that offer flexibility, investment protection and superior performance
- Services and support programs that maximize uptime, simplify management and deliver solid value
- Innovative technologies to help Alabama Community College System integrate and procure products for all System Institutions and authorized entities

**A. Identify the submitting organization**

Hewlett Packard Enterprise Company

**B. Identify the name and title of the person authorized by the organization to contractually obligate the organization**

HPE Contract Negotiator, Mary Reuss, is authorized to contractually obligate on behalf of HPE.

Mary Reuss  
US. Public Sector SLED Contract Negotiator

**C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization**

HPE Contract Negotiator, Mary Reuss, is authorized to negotiate on behalf of HPE.

Mary Reuss  
US. Public Sector SLED Contract Negotiator  
(512) 319-0011

**D. Identify the names, titles and telephone numbers of persons to be contacted for clarification**

Full Name	Email	Company	Title	Phone#
Allen Norris	<a href="mailto:allen.col.norris@hpe.com">allen.col.norris@hpe.com</a>	HPE	Enterprise Account Manager	(205) 238-9990
Jenna Lafoy	<a href="mailto:Jenna.lafoy@hpe.com">Jenna.lafoy@hpe.com</a>	HPE	Inside Sales Representative	(469) 808-6598

Full Name	Email	Company	Title	Phone#
Erin Tank	Erin.tank@hpe.com	HPE	Contract Program Manager	(501) 428-8287
Mary Reuss	Mary.reuss@hpe.com	HPE	SLED Legal Counsel	(512) 319-0011

**E. Explicitly indicate acceptance of the Conditions Governing the Procurement**

HPE accepts Sections 2.1 through 2.1.9 of the Conditions Governing the Procurement Section of the RFB.

**F. Be signed by the person authorized to contractually obligate the organization**

See below for signature.

**G. Acknowledge receipt of any and all amendments to this RFB.**

HPE acknowledges receipt of the ACCS Addendum, changing the bid opening to February 19, 2019 at 10:00 AM.

We look forward to meeting with you to review our capabilities, to discuss the benefits of our proposed products, and to explore the next steps in forging a strong and mutually beneficial business relationship.

Sincerely,



Mary Reuss  
U.S. Public Sector SLED Contract Negotiator

## Important Note

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

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## B. Appendix E -- Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments / positions / titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [JPA-Notification@accs.edu](mailto:JPA-Notification@accs.edu).

Vendor Name: Hewlett Packard Enterprise Company Last Updated: February 15, 2019

JPA Website Address: \_\_\_\_\_

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Mary Reuss	(512) 319-1100	mary.reuss@hpe.com
Sr. Account / Sales Manager(s)	Allen Norris	(205) 238-9990	allen.col.norris@hpe.com
(by region if necessary)	Nelson Munn	(850) 322-1535	nelson.munn@hpe.com
Account/Sales Manager(s)	Hank Winks	(205) 276-7955	hank.winks@hpe.com
(by region if necessary)			
Technical Support	Christy Ware	(470) 240-6788	christy.ware@hpe.com

### Bid Information Index

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

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## D. Bid Summary (Optional)

### *Response:*

As Alabama Community College System (The System) selects a technology solutions partner to deliver a complete solution to meet its RFB requirements, we know you will consider many factors including quality, reliability, serviceability, the overall return on investment, and the breadth of a true partnership. HPE's commitment to Education, along with our knowledge base and skill set, uniquely position us to provide The System with the "total solution" that is designed to not only provide the level of partnership sought, but to meet and exceed The System's overall expectations.

HPE's response describes our unmatched ability to meet The System's requirements with products that incorporate leadership technologies and are backed by an award winning support services organization and strong alliances. HPE's history of developing and supporting superior, reliable products is demonstrated by our rapid growth and recognition in the IT industry.

HPE has succeeded over time not just because of our products, but because of our willingness to become long-term partners with our higher education customers. Partners invest resources to develop solutions that solve your problems and save you money.

### **HPE Differentiators**

HPE is moving faster and becoming more agile to meet the needs of our customers. Our sharpened focus is on making hybrid IT simple, powering the intelligent edge, and delivering the expertise to bring it all together into solutions to accelerate our customers' outcomes for digital transformation.

Differentiators include:

- Innovative architectures: optimizing workload systems from hybrid IT to the intelligent edge to help customers achieve faster time-to-value from applications, workloads and data
- Software defined strategies: helping customers simplify and accelerate operations across hybrid IT
- Expertise to make it happen: driving investment and innovation in services to simplify the customer experience across every point of the journey
- Open partner ecosystem: providing integration and simplicity from best-of-breed and leading open source capabilities
- Flexible consumption models: enabling new ways to fund IT and business transformation, with agility and speed
- A roadmap forward: investing in what's next from our R&D investments to defining the future of computing with HPE Labs and focused investments on innovative new enterprise-ready technologies from the start-up community

To expand, HPE believes the following competitive advantages distinguish us from our competitors:

- Strong solutions portfolio for the data center, cloud and intelligent edge. We combine our software-defined infrastructure and services capabilities to provide what we believe

is the strongest portfolio of enterprise solutions in the IT industry. Our ability to deliver a comprehensive IT strategy, from the cloud to the data center to the intelligent edge, through our high-quality products and high-value consulting and support services in a single package is one of our principal differentiators.

- **Multiyear innovation roadmap.** We have been in the technology and innovation business for over 75 years. Our vast intellectual property portfolio and global research and development capabilities are part of a broader innovation roadmap designed to help organizations take advantage of the expanding amount of data available and leverage the latest technology developments like cloud, artificial intelligence, and cyber security to drive business outcomes now and in the future.
- **Custom financial solutions.** We have developed innovative financing solutions to facilitate the delivery of our products and services to our customers. We deliver flexible investment solutions and expertise that help customers and other partners create unique technology deployments based on specific business needs.
- **Experienced leadership team with track record of successful performance.** Our management team has an extensive track record of performance and execution. We are led by our President and Chief Executive Officer, Antonio Neri, who is responsible for the development and delivery of enterprise technology solutions and services that make Hybrid IT simple and power the Intelligent Edge. During his nearly 23 years at the Hewlett-Packard Company (HP) and Hewlett Packard Enterprise (HPE), Antonio has held numerous leadership positions. Our senior management team has over 100 collective years of experience in our industry and possesses extensive knowledge of and experience in the enterprise IT business and the markets in which we compete. Moreover, we have a deep bench of management and technology talent that we believe provides us with an unparalleled pipeline of future leaders and innovators.

**A transformation partner with the vision and breadth to help customers drive optimal business outcomes**



Rich R&D heritage and roadmap



End-to-end solutions portfolio



Robust distribution network



Custom financing solutions



Experienced leadership team

By choosing HPE as your business partner, The System will gain an experienced, committed, and trusted advisor. HPE understands the many challenges associated with deploying complex information-technology infrastructure in today's rapidly changing and highly competitive business environment. Our strategy is all about building on our



strengths to deliver greater value to customers, whether by post-sales support, a wider set of virtualization and management tools for enterprises, or heightened focus on services. We deliver our incredible portfolio in the way that is best for you—helping you turn challenges into opportunities. Our solutions make it all work by combining our technologies to advance your business objectives in a holistic and compelling way. With vision, strategy, experience, and leadership, HPE clearly stands out as The System's preferred business partner for the future. The HPE team of sales and service professionals has the expertise to translate The System's business needs into IT solutions that enhance competitiveness, deliver a rapid return on investment, and provide long-term asset protection through an established growth path.

In summary, the difference that sets HPE apart from our competitors is our value proposition for our customers. HPE is in a unique position—a strong and enviable position—with our combination of assets, being open standards-based and platform-agnostic; and our ability to provide actionable insight for customers in ways no other company can. A global, integrated suite of products and services delivers more—more accountability and business agility, flexibility, cost effective support for dynamic IT needs, a higher return on IT investments, and the best total customer experience.

### ***Next Steps***

HPE has successfully packaged outstanding products, compelling support and warranty options, and a long-term partnership commitment to create an innovative campus technology offering that is designed to meet your needs. HPE will not only help your campus flourish in today's rapidly changing technical environment, but it will also help you continue to bolster your reputation as a leader in bringing technology to the teaching and learning environment.

## **E. Response to General Requirements and Specifications**

### **General Requirements and Specifications**

#### **3.1 Acceptance of Conditions Governing the Procurement**

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

***Response:***

HPE accepts Sections 2.1 through 2.1.9 of the Conditions Governing the Procurement Section of the RFB. This is also articulated in our Letter of Transmittal. HPE has included our current ISO 9001 Certificate in HPE Attachment G.

#### **3.2 Incurring Cost**

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

***Response:***

HPE has read and acknowledges.

#### **3.3 Vendor Responsibility**

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

***Response:***

HPE has read and acknowledges.

#### **3.4 Serving Sub-Contractors**

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing



subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

**Response:**

One of HPE's strengths in the public sector market is our reseller agent and service provider model. This model allows customers to benefit from a direct relationship with HPE as the manufacturer, while also receiving value-added support from local resellers.

Orders can be submitted directly to HPE and list a reseller agent on the purchase order. The agents or subcontractors provide The System with an extra layer of local support, yet HPE is fully responsible for the performance of the contract and all orders are fulfilled through HPE.

### **3.5 Amended Bids**

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

**Response:**

HPE has read and acknowledges.

### **3.6 Vendors' Rights to Withdraw Bid**

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

**Response:**

HPE has read and acknowledges.

### **3.7 Bid Offer Firm**

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

**Response:**

HPE has read and acknowledges.

### **3.8 Disclosure of Bid Contents**

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

**Response:**

HPE has read and acknowledges.

### 3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following:

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

**Response:**

HPE agrees with the content in the first sentence of this section and the termination for convenience language. In regard to the cause for terminations or cancellations, HPE responds with the following:

Either party may terminate the contract upon written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. Additionally, if either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate the contract and cancel any unfulfilled obligations.

Cancellation for cause or convenience does not relieve ACCS or any authorized entity to pay for Products shipped and Support and Services performed prior to the termination.

### 3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

**Response:**

HPE agrees to be bound by our responses to the General Requirements as contained in this proposal.

### 3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's



activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

**Response:**

HPE has read and acknowledges.

### 3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

**Response:**

HPE has read and acknowledges.

### 3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

**Response:**

HPE has included in our proposal all of the information requested in the Request for Bid for the purpose of evaluation by The System. If HPE is the successful vendor, we anticipate that a contract will include a negotiated version of the following: (1) HPE's complete proposal, (2) The System's RFB, and (3) the HPE Supplemental Terms (included as **HPE Attachment A**), which are particularly relevant to the sale of products, services, and support and the license of software contemplated by this procurement and are not enumerated in or conflict with the RFB.

If upon award, The System issues a purchase order without further negotiations, HPE understands this means that The System has accepted the terms of HPE's proposal, which shall then govern all purchases hereunder, and no other terms and conditions shall take precedence, including any purchase order pre-printed terms.

As previously demonstrated, HPE is committed to negotiating, in good faith, to arrive at a final agreement that meets the best interests of both The System and HPE.

### 3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

***Response:***

HPE has read and acknowledges.

### 3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

***Response:***

Typically, customers are not involved in the approval and assignment of account team members. To the best of our knowledge, we have not had any instances where a customer has requested account team changes. ACCS can be confident that the assigned HPE account team members are well qualified and all levels of management are involved to maintain customer satisfaction. Should ACCS experience difficulties with any of the account management team, HPE senior management would be happy to discuss the account team structure, membership, and responsibilities.

### 3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

***Response:***

HPE has read and acknowledges. Please see HPE's response to Section 3.24.

### 3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

***Response:***

HPE has read and acknowledges. As a world class provider of IT solutions, HPE's responsibilities to its customers includes consistent and regular communications through proactive account management. Your HPE team will inform The System of circumstances and market conditions that may impact its total cost of ownership of HPE solutions, including qualified price reductions, special promotions that may apply to the environment as well as other advantageous programs specifically designed for our academic customers.



### 3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

**Response:**

In HPE's responses to each Section of the RFB we have noted any proposed changes and clarifications. These are also summarized in the HPE Clarifications and Modifications in the **HPE Attachment B** of our proposal.

### 3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Response:**

HPE agrees to Section 3.19, and further understands that The System will pay HPE for all products shipped and support and services performed in accordance with the terms of the contract through the date of the beginning of the first fiscal year for which funds are not appropriated. The System will give written notice to HPE of insufficient funding as soon as practicable after The System becomes aware of such insufficiency.

### 3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	 \$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000
Automobile Liability	\$2,000,000 each accident – combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.



The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

**Response:**

HPE proposes the following changes to this Section 3.20:

~~The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement.~~ Any insurance policy or policies shall cover the ~~vendor's operations relating to the entire~~ travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following ~~minimum~~ insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident – combined single limit

These policies shall contain a thirty (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance ~~and minimum~~ liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In



the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

### 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

**Response:**

HPE has read and acknowledges. However, please see the following verbiage from the "Federal Acquisition Regulation (FAR); Subpart 11.3 - Acceptable Material" which we would like included:

"11.302(b) (2): When acquiring commercial items, the contracting officer must consider the customary practices in the industry for the item being acquired."

In accordance with industry customary practices, some newly manufactured HPE products may contain remanufactured parts, which are equivalent to new in performance. Spare parts may be new or equivalent-to-new. Such products and parts are warranted as new.

### Specifications

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

**Response:**

HPE has read and acknowledges.

### 3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

**Response:**

Digital transformation is creating new opportunities for you in the marketplace by making it possible to rapidly deliver new customer experiences, build new digital products and services, and optimize core business operations. Today's IT is driven to enable service agility while fostering business growth and innovation. Your business needs you to respond quickly to competitive challenges and new opportunities, requiring flexibility and adaptability from your IT.

But this comes with challenges. HPE Pointnext, Hewlett Packard Enterprise's future-focused services division, offers experts in three key service areas—Advisory, Professional, and Operational—HPE Pointnext provides powerful, scalable IT solutions for organizations across every industry. The global HPE Pointnext team of experts spans a range of disciplines, from transformation consulting to technical support. Our consultants can help remove complexity and create a total solution across workloads and infrastructure, regardless of vendor and according to customer preference.

At HPE, our mission is to make Hybrid IT simple yet powerful, and we have the expertise to make it happen. HPE Pointnext leverages our heritage and strengths to create an optimized end-to-end lifecycle experience. Longstanding relationships and peerless experience are integrated and applied into all HPE Pointnext projects — from the core to the cloud to the intelligent edge.

We have 25,000 HPE Pointnext technical experts globally to help you evolve and transform.

***Build for speed to help our customers accelerate innovation and time to value***

At HPE, we know that digital transformation isn't one large journey or one size fits all. Time to value and ability to execute quickly is critical.

***Drive Simplicity - Remove complexity across the IT lifecycle***

Digital transformation does not just affect technology, but customers must address culture, measurement, skills, change management as well as new approaches to funding and IT consumption - all while keeping your business innovating and growing.

***Help to optimize infrastructure for current and new generation of apps and data***

Your applications and data are the fuel of the enterprise in a digital world. We can help establish the right mix of optimized infrastructure solutions for apps and data from advisory and design, to implementation and daily support.

HPE Pointnext is focused on helping to unify and remove complexity across traditional data centers, cloud, and edge environments to deliver a seamless hybrid IT experience. We are uniquely positioned with the expertise to help optimize infrastructure solutions for today and for tomorrow, for current workloads, and to help build hybrid IT and edge



environments for a new generation of apps and data that will accelerate their enterprise in the future. We have the expertise to make it happen – making Hybrid IT simple and to power the intelligent edge.

### ***Aligned to your needs Advisory, Professional, and Operational Services***

- **Advisory Services** is at the forefront, where we focus on your business outcomes and goals. We partner with you to design your transformation and build a roadmap tuned to your unique challenges helping digitize the core, innovate offerings, and drive better IT experiences for the business.

In every industry today, customers face a significant challenge to rapidly support the modernization, migration and development of modern day apps and AppDev methodologies, truly transforming the apps of today and tomorrow. We bring the benefit of our substantial expertise, purpose built IP, and deep technical knowledge to your Hybrid IT digital transformation. Our Intelligent Edge practice will help build out the Intelligent Edge to enhance user experiences, drive business value from mobility and IoT, and transform work spaces through Intelligent Spaces and Intelligent Venues.

Finally, the need for security and risk mitigation will be integrated into each of these practices and applied to IT, data, apps, and the mobile edge network. Protection will be built-in and interwoven as part of the solution to each use case.

- **Professional Services** specialize in flawless and on-time implementation, on-budget execution, and creative configurations that get the most out of software and hardware alike. We bring the IP and experience of thousands of implementations and deployments globally to de-risk transformation and get it done on time, on budget, and on target. We collaborate with your IT team from technical design to implementation, build to migration, distribution, and finally to operational consulting and service.
- **Operational Services** experts understand that success means being accountable for the whole solution, accountable across the ecosystem, and accountable across old and new infrastructure and apps.

We have redefined the concept of “operational efficiency” to help you create new IT experiences for your business, from the core to the edge. Our innovative services, such as Flexible Capacity, Datacenter Care and Campus Care, offer new ways of delivering IT by managing and optimizing workloads, resources, and capacity, on-premises and in the cloud. We help to simplify the experience and we offer choice in where to land workloads and what to self-manage or out-task. Technical experts are available to work with you on a daily basis to make sure you get the most out of your digital transformation, as well as support services specialists to help keep your business operating at peak performance.

### ***Enabling business success***

Digital transformation is creating new opportunities for you to deliver new customer experiences and offerings while optimizing core business operations. HPE Pointnext leverages our strength in infrastructure, partner ecosystems, and the end to end lifecycle experience, to accelerate powerful, scalable IT solutions that will provide you the assistance for faster time to value. In a world where everything computes, HPE Pointnext

is the trusted partner that can guide you on your digital transformation journey, and help point you towards what's next.

## Onsite Support

HPE has formed a relationship with our authorized support services subcontractor, Unisys Corporation. Unisys is consistently ranked a leader in End User Services by Gartner and Forrester. They will assist HPE by providing onsite technical break-fix, installations and preventative maintenance operational support services. HPE and Unisys Corporation will collaborate throughout the entire support process.

Unisys has over 30 years' experience in the end-user support arena. With more than 5000 field support agents ready to support ACCS, Unisys is ready to provide deep experience and support for all environments.

HPE assumes responsibility for such personnel—and their work—as a matter of corporate policy.



## 3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to [JPA-Notification@accs.edu](mailto:JPA-Notification@accs.edu). The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from



the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

**Response:**

HPE has read and acknowledges. HPE currently provides quarterly reporting for the ALJP/ACCS 2016 contract and will continue to provide quarterly reports for ACCS-2019-01. The Contract Program Manager for Alabama will support ACCS with the quarterly reports. Please refer to **HPE Attachment C** for a sample of the report ACCS will receive.

Full Name	Email	Company	Title	Phone#
Erin Tank	Erin.tank@hpe.com	HPE	Contract Program Manager	(501) 428-8287

### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

**Response:**

HPE has read and acknowledges. HPE currently has a website set up for The System at: [www.hpe.com/buy/ACCS](http://www.hpe.com/buy/ACCS)

#### **HPE Business to Business Solutions**

Hewlett-Packard Enterprise provides The System with an easy and efficient way to establish and manage your business relationship with HPE through our eCommerce solutions. Our portfolio of simple and customized HPE Business to Business (B2B) websites, and our integrated electronic solutions (B2Bi), include a packaged set of electronic capabilities which give our customers the most comprehensive and straightforward way to procure directly with HPE. HPE's ecommerce tools address a variety of critical procurement requirements. Our solutions are flexible with the ability to adapt to unique needs or changing business conditions.

#### **Simple and Custom Ordering Sites**

HPE's B2B program is targeted primarily at our Public Sector (K12, higher education, state, local and federal government) customers who wish to buy commercial products, services and solutions directly via a web page. HPE has two such options from which to choose:

**Simple** HPE.com public website pages can be reached quickly by going to [www.hpe.com](http://www.hpe.com), clicking on "Public Sector Store", requesting a login and beginning to shop; it is as simple as that. These easy-to-access sites are public sites that default to the GSA, National Education or Expanded Government Price Lists. These sites are easy to use and offer the option to choose from many different standard contracts already in place such as WSCA, E&I, etc. The sites also offer special negotiated pricing, order status, warranty information, saved quotes, promotions, products comparisons, order reporting and the ability to save 'favorites'.

**Custom** sites are secure personalized B2B websites based upon account specific contract pricing or fulfill a particular customer need. Many customers require their users to procure from limited standard configurations, and custom sites allow these kinds of restrictions. The sites also offer options for special negotiated pricing, saved quotes, promotions, product comparisons, order status reporting, workflow management and the ability for certain authorized customer users to create and manage the organization's standards. A dedicated eBusiness Consultant leads the implementation of a custom site and trains end users on the web tool and workflow processes

### ***eProcurement Integration***

Many of our customers are at the forefront of implementing eprocurement solutions and have their own ecommerce ordering tools. HPE Business to Business Integration (B2Bi) has developed a set of integration capabilities which allow HPE to partner with the customers who closely match our typical HPE Public Sector Integration profile:

- Installed ERP system
- Single contract purchasing
- Single payment method
- Single Influencer ID
- Annual purchasing minimums (\$1M)
- 12 or more invoices per month

### ***HPE eBusiness Program Summary***

HPE Business to Business offers The System more than just a convenient online shopping experience. The built-in reliability, flexibility, and innovation of HPE Business to Business actively supports the continuous improvement of purchasing and procurement management functions. All of the HPE Business to Business tools and capabilities work collaboratively to improve resource planning and budgeting processes. HPE Business to Business is a user-driven solution ranging from an easy to use simple website solution to a customized procurement site and even to eprocurement integration capabilities.

For more information about HPE Business to Business solutions, please contact your HPE Account Manager.

## **3.25 Breadth of Offering**

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)  
Servers



Printers  
Monitors  
Storage  
Networking Equipment  
Audio and Video Conferencing Equipment  
Multimedia Hardware  
VOIP/Unified Communications Solutions  
Video Surveillance Solutions  
Key and Access Control Equipment  
Software  
Professional Services  
Other

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers  
Printers  
Monitors  
Storage  
Networking Equipment  
Audio and Video Conferencing Equipment  
Multimedia Hardware  
VOIP/Unified Communications Solutions  
Video Surveillance Solutions  
Key and Access Control Equipment  
Software  
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).

Servers  
Networking Equipment  
Audio and Video Conferencing Equipment  
VOIP/Unified Communications Solutions  
Key and Access Control Equipment  
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).

Servers

Networking Equipment

Audio and Video Conferencing Equipment

VOIP/Unified Communications Solutions

Video Surveillance solutions

Key and Access Control Equipment

Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers Printers Monitors Storage

Networking Equipment

Audio and Video Conferencing Equipment

Multimedia Hardware

VOIP/Unified Communications Solutions

Video Surveillance solutions

Key and Access Control Equipment

Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

**Response:**

HPE has read and acknowledges. HPE will not be bidding on Client Computers, Monitors, Printers, Video Conferencing Equipment, and Multimedia Hardware.

## Corporate Overview

HPE is an industry leading technology company that enables customers to go further, faster. With the industry's most comprehensive portfolio, spanning the cloud to the data center to workplace applications, our technology and services help customers around the world make IT more efficient, more productive, and more secure.

Invention and innovation are heritage values for Hewlett Packard Enterprise. It started in 1939 when HP was founded by Bill Hewlett and Dave Packard in a garage in Palo Alto, California. Since then, HPE has never stopped innovating and transforming.

- We offer broad and deep solutions across hardware, software, and services that can accelerate business outcomes for customers.



- We have one of the broadest go-to-market capabilities in the industry, including a large ecosystem of channel partners.
- Our highly experienced leadership team, including our board of directors, draws from a diverse group of industry leaders.
- We have the vision, financial resources, and flexibility to help customers succeed, while generating growth and value for our shareholders.
- We are structured to take advantage of significant growth opportunities in areas including: Converged Infrastructure, Network Function Virtualization, Wireless Networking, Security and Cloud Software.

## Where Everything Computes, Business Just Works

With the transformation to Hybrid IT, everything computes. Oceans of data, distilled in real time, provide immediate value at the core and the edge. Understanding your right mix of IT is crucial in this transformation. Let HPE help you succeed in your transformation to the digitized world, so that everything computes for you, and your business just works.

- **Smarter outcomes**—Planes diagnose themselves and report to the factory. Soda machines do self-inventory. Driverless cars. In a data-driven, everything computes world, the only limits are imagination. What outcomes can you imagine?
- **Better with your right mix**—HPE can help you find your right mix of everything. The right innovations. The right partners. The right deployment. The right experts. The right financial model. For the right outcomes for you.
- **Accelerated with the right experience**—HPE has unparalleled expertise in technology, workloads, finance, and solution integration to accelerate the outcomes you look for in each part of your digital transformation.

### Accelerating time to value in a hybrid world is priority #1



For enterprises to be successful, HPE believes speeding time to value across a hybrid world is the #1 priority—and to do this, the new generation of apps and data demands a technology (platform) strategy that is:

- Fast, flexible, scalable and “composable”, delivered in today’s reality of a hybrid IT environment—whether your apps and data are in your data center, private and public clouds, multi-clouds and the edge of your network—and having the flexibility to operate seamlessly across these environments
- Able to capitalize on the convergence of IoT, apps, data closest to your customers, employees, users and transactions—the intelligent edge—where your enterprise touches customer, employees and the outside world, and where data, new value and experiences are being created. Beyond reliable and secure connections, it’s critical the data collection and analytics be built-in to provide context and insights that drive value.

## **Solutions that Drive the Digital Age**

### ***Hybrid IT***

Hybrid IT combines your right mix of traditional IT, private cloud, and public cloud to meet your business and IT goals, and integrate new technologies and innovations to accelerate where your business is going tomorrow.

### ***Mobility and IoT***

The Intelligent Edge creates smarter buildings, cities, work spaces, retail experiences, factory floors, and more. Find deeper insights faster to transform the experiences that you deliver to your customers and employees across your operations.

### ***IT for Data and Analytics***

Do more than just turn data into insights: turn data into action by leveraging the explosion of data from the Intelligent Edge and IoT. Meet today’s and tomorrow’s data needs, and deliver the outcomes you need.



## Hewlett Packard Enterprise Organization

The Hewlett Packard Enterprise Executive Leadership Team is comprised of experienced professionals who know and understand the company culture, as well as leaders who bring a fresh, new perspective to set and deliver upon our strategy.



**Antonio Neri**  
President & Chief Executive Officer



**Phil Davis**  
Chief Sales Officer and  
President Hybrid IT



**Archie Deskus**  
Chief Information  
Officer



**Jim Jackson**  
Chief Marketing Officer



**Jennifer Temple**  
Chief Communications  
Officer



**Vishal Lall**  
Chief Strategy Officer



**Alan May**  
Chief People Officer



**Keerti Melkote**  
President, Intelligent  
Edge, and Founder,  
Aruba Networks



**Tarek Robbiati**  
Chief Financial Officer



**Mark Potter**  
Chief Technology Officer  
and Director of  
Hewlett Packard Labs



**Irv Rothman**  
President and Chief  
Executive Officer, HPE  
Financial Services



**John Schultz**  
Chief Legal and  
Administrative Officer  
and Corporate Officer

For biographical profiles of members of the Hewlett Packard Enterprise executive management team, refer to <https://www.hpe.com/us/en/leadership.html>.

## Business Organization

Hewlett Packard Enterprise's business is organized into the following segments:

- **Hybrid IT, including Compute, Storage, Data Center Networking and Pointnext Services** providing our customers with the cutting-edge technology infrastructure they need to optimize traditional IT while building a secure, cloud-enabled, and mobile-ready future. Our Pointnext business brings all of our solutions together through our consulting and support professionals to deliver superior, comprehensive results for our customers.
- **Hewlett Packard Financial Services:** Financial Services enables flexible IT consumption models, financial architectures, and customized investment solutions for our customers.
- **Intelligent Edge, including Aruba Product and Aruba Services** enable organizations to rapidly acquire, analyze, and take action on real-time data as it is being collected for additional analysis at a later stage. Bringing computing and analytics close to the edge accelerates the speed of your decision-making and reduces the chance of lost opportunities or a missed red flag.

## Market Leadership and Powerful Partnerships

Hewlett Packard Enterprise understands that working cooperatively with other solution providers is vital to the success of complex IT projects. We have partnerships with thousands of sales partners and service partners around the world. These partners include leading software suppliers, systems integrators, and equipment providers worldwide. Among the top technology providers with which Hewlett Packard Enterprise has forged

significant alliances are HP, Inc., Microsoft®, Oracle, SAP, and Cisco, to name just a few. We also collaborate on IT solutions with such leading firms as Accenture, Deloitte Consulting, BearingPoint, and Capgemini. Together, Hewlett Packard Enterprise and its partners deliver comprehensive, seamlessly integrated and fully optimized computing solutions that assure rapid project deployment and simplified ongoing management.

## Research and Development

Innovation is a key element of our culture and critical to our success. Our research and development efforts are focused on designing and developing products, services and solutions that anticipate customers' changing needs and desires and emerging technological trends. Our efforts also are focused on identifying the areas where we believe we can make a unique contribution and where partnering with other leading technology companies will leverage our cost structure and maximize our customers' experiences.

Hewlett Packard Labs, together with the various research and development groups within our business segments, is responsible for our research and development efforts. Hewlett Packard Labs is part of our Corporate Investments segment.

Expenditures for research and development were \$1.7 billion in fiscal 2018, \$1.5 billion in fiscal 2017, and \$1.7 billion in fiscal 2016. We anticipate that we will continue to have significant research and development expenditures in the future to provide a continuing flow of innovative, high-quality products and services to maintain and enhance our competitive position.

## Hewlett Packard Enterprise—the Partner of Choice

For over 75 years, our brand has stood for quality, reliability, and technology leadership with a focus on customer satisfaction. Customers that choose Hewlett Packard Enterprise gain a knowledgeable and trusted business partner experienced in helping companies increase return on IT investment, achieve sustained growth, and realize strategic objectives.

With a broad solution portfolio, an unsurpassed commitment to service, and an unbridled passion for customers, Hewlett Packard Enterprise offers enduring value as The System's partner of choice.

### 3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

**Response:**

Full Name	Email	Company	Title	Phone#
Allen Norris	allen.col.norris@hpe.com	HPE	Enterprise Account Manager	(205) 238-9990
Jenna Lafoy	Jenna.lafoy@hpe.com	HPE	Inside Sales Representative	(469) 808-6598



Full Name	Email	Company	Title	Phone#
Hank Winks	Hank.winks@hpe.com	HPE Aruba Networks, Inc.	Alabama SLED Manager	(205) 276-7955
Erin Tank	Erin.tank@hpe.com	HPE	Contract Program Manager	(501) 428-8287
Mary Reuss	Mary.reuss@hpe.com	HPE	SLED Legal Counsel	(512) 319-0011

### 3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

#### **Response:**

HPE has also been delivering student computing programs to campuses nationwide for more than 20 years. Our program features a complete solution that provides up-front expertise on storage, server, network, security and enterprise solutions, outstanding support, scheduled replacement, best-practice forums, and even publicity for select campuses.

For each of our reference customers, HPE provided many or all of the following programmatic elements:

- Product selection and pricing
- Sparing strategy
- Relevant options
- Theft and data recovery services
- Extensive software packages
- Marketing programs
- Training and product orientation
- Support, service, and warranty coverage
- Leasing and creative financing programs

#### **HPE Higher-education Customer References**

Reference Name and Email	Products HPE Currently Provides
Rand Harris The University of Alabama <a href="mailto:rharris@ia.ua.edu">rharris@ia.ua.edu</a>	Networking components and access control
Richard Dale Auburn University <a href="mailto:DALERIC@auburn.edu">DALERIC@auburn.edu</a>	Networking components and access control
Dave Wolford University of Alabama Birmingham <a href="mailto:dwolford@uab.edu">dwolford@uab.edu</a>	Networking components and access control

### 3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

**Response:**

HPE is proposing discounts off of HPE's Internet List Price (ILP) catalog, which is available at <https://www.hpe.com/global/showroom/>. The initial quoted discount levels will remain constant throughout the term of this agreement.

As both HPE and The System are aware, there is a great deal of uncertainty related to many aspects of the computer industry. Should the price points or discounts proposed create a situation that is not economically viable, HPE will advise The System and will propose an alternative price point, product, or pricing methodology that is satisfactory to The System and economically viable to HPE.

HPE is committed to provide The System the best value for its products. HPE will enlist every reasonable effort to ensure The System receives significant value and savings from the purchase of HPE products and services over the term of the contract.

### 3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

**Response:**

HPE has read and acknowledges. HPE will conduct this on-site presentation at the request of the Evaluation Committee and will engage other team members as appropriate to participate. HPE will be prepared at this time to demonstrate the internet e-commerce and reporting site established for The System contract. This demonstration may also take place remotely if desired.

### 3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.



**Response:**

HPE has read and acknowledges. HPE currently has a website set up for The System at: [www.hpe.com/buy/ACCS](http://www.hpe.com/buy/ACCS).

HPE is proposing discounts off of HPE's Internet List Price (ILP) catalog, which is available at <https://www.hpe.com/global/showroom/>.

Please refer to HPE Attachment F, HPE Pricing Discounts.

### 3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

**Response:**

HPE has read and acknowledges.

### 3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

**Response:**

HPE agrees that title to hardware will pass to the procuring entity upon delivery to the procuring entity or its designee.

### 3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

**Response:**

HPE has read and acknowledges.

### 3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order

D. vendor's response

**Response:**

HPE proposes the following changes to this Section 3.34:

~~A. the terms and conditions of this RFB~~

A. this Agreement and all sections and exhibits, including the HPE Supplemental Terms attached as Attachment A.

B. the list of products and services contained in the purchase order

C. vendor's response

D. the terms and conditions of this RFB.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

**Response:**

HPE proposes the following changes to this Subsection A of this Section 3.35:

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, the procuring entity shall pay HPE within thirty (30) days from the date of HPE's invoice(s).the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services. **In the event that the vendor has not been notified within 30 calendar days from delivery of product, the product will be deemed accepted on the 31<sup>st</sup> day after delivery of the product.**

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

**Response:**

All invoices are generated at the time the complete or partial order is transferred to the carrier, with HPE payment terms of net 30 days from the date of invoice. HPE will ship orders as specified on the purchase order, although if not indicated to ship complete, it is HPE's standard process to ship product as soon as available. Both partial orders and complete orders will reference the procuring entity's purchase order number. Partial orders



will generate multiple invoices, although each invoice will reference the original purchase order number, allowing the procuring entity to tie them together for ease of reconciliation.

C. Invoices

Invoices shall be submitted to the procuring entity.

**Response:**

HPE will submit all invoices to the procuring entity's "Bill To" address, which must be indicated on the purchase order.

### 3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

**Response:**

HPE proposes the following changes to this Section 3.36:

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the hardware products shall pass to the procuring entity upon delivery to the procuring entity or its designee. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

HPE's software ~~All license terms, which govern the license of HPE branded software agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be~~ are included with the bid as HPE Attachment A (Supplement Terms) for review by The System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, HPE's



~~response to the order of precedence in Section 3.34 shall govern these terms and conditions in this REQUEST and any resulting System purchase order will prevail.~~

~~Except for warranty claims, whenever a procuring entity does not accept any product and returns it to the vendor, HPE's State and Local Government and Education Customer Return Policy, included as HPE Attachment D, shall govern all returns. all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.~~

~~Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.~~

~~Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck common carriers and will ship standard 3-5 days ground, UPS, or Federal Express Second Day (or other way, specify).~~

HPE's freight terms are F.O.B. Destination, so shipping and handling services include a guarantee that HPE will replace any product lost or damaged during shipment. The title for systems ordered will pass at the time the order is delivered to the customer site. HPE will be responsible for ensuring orders are delivered without damage and will be responsible for filing any freight claims. Customer Services is charged with initiating resolution to all such shipping and return issues within 24 hours of notification.

Standard ground delivery is included in the hardware pricing quoted for our public sector customers. Transit times average 3 business days but can range from 2-5 business days depending upon the delivery destination. Expedited or special delivery services will incur additional charges that can be quoted on an as-needed basis should The System occasionally require such services.

### 3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

#### **Response:**

HPE has read and acknowledges. HPE's standard warranties are included in **HPE Attachment A** – HPE Supplemental Terms.

### 3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.



**Response:**

Please refer to HPE's response to Section 3.28 above.

### 3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

**Response:**

HPE has read and acknowledges.

#### **HPE Support Center**

The HPE Support Center (<http://www.hpe.com/support/hpesc>) is a useful online resource. Key capabilities of this personalized portal include HPE Insight Online (personalized dashboard), support fora, reporting of support cases, drivers, software and firmware downloads, patch management, product pages and guided troubleshooting, information on the most frequent problems, warranty and contract details and software updates.

### 3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

**Response:**

As an integral part of any engagement, HPE will establish proactive Direct Order Cycle Times (OCTs) and Service Level Objectives (SLOs) to benchmark and monitor performance. This is a valuable tool to make process improvements and identify corrective actions as well as recognize outstanding efforts. From the commencement of the engagement for procurement services, the table below represents the Direct Order Cycle Times (OCTs) that HPE is prepared to perform. Additional OCTs can be added to any engagement at any time with mutual agreement from both the customer and HPE.

**Direct Order Cycle Times (in Business Days)**

Product Type	Order to Ship	Average Ground Transit
Industry Standard Servers (ISS):		
ISS Servers BTO	15 Days	3 Days
ISS Servers CTO	20 Days	3 Days
Configured Racks	20 Days	3 Days
Server Solutions	20 Days	3 Days
HPE Storage (Enterprise Storage and Servers):		
3PAR	15 Days	3 Days

Product Type	Order to Ship	Average Ground Transit
<b>Business Critical Solutions (BCS):</b>		
Configured Racks	33 Days	3 Days
<b>3rd Party:</b>		
PRODUCT	DEFINITION	Order To Ship (OTS)
Peripherals 3rd Party	Pick, pack and ship 3rd Party Products requiring no configuration	8 Days
Peripherals 3rd Party (configured)	Third party product requiring any additional configuration such as extra memory, asset tagging, special testing, etc.	11 Days

All stated order cycle times are subject to the following general assumptions:

- Cycle times are dependent upon an accurate customer supplied 90 day rolling line item level forecast (frozen from week 2 previous month)
- Cycle times are in business days, excluding weekends and holidays
- Compliance goal is 90% of customer orders meeting SLO over time measured
- Cycle time is defined as the duration, in business days, from receipt of a clean/credit-approved/valid order by the HPE Customer Services Team, to the date the product is shipped via an HPE carrier
- For orders received after the 2PM CST order cut-off time, add 1 business day
- First Article (Proof Of Concept) Units have been completed and accepted in writing, when applicable
- If an order consists of forecasted and non-forecasted product the entire order is considered non-forecasted, therefore the outlined cycle times do not apply
- Ship complete order cycle time is the longest order line item product cycle time plus one business day
- Cycle times do not apply to critical shortages, force majeure events or end of life products

### 3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance.



Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**Response:**

HPE agrees to this Section 3.41, and clarifies force majeure will not relieve the procuring entity from payment obligations due to HPE.

### 3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

**Response:**

HPE agrees to the procuring entities' and the state of Alabama's right to audit and proposes the following changes to this Section 3.42:

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the ~~termination of the resultant contract date of acceptance of each purchase order~~. These records shall be subject to inspection ~~during the contract term~~ by the procuring entity and appropriate governmental authorities with the state of Alabama, ~~at their cost~~. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover ~~excessive or~~ illegal payments ~~or overpayments~~. Such audits may be conducted only in accordance with the following:

- Audits will consist of orders from procuring agencies to Vendor for products and services, including invoices and procuring agencies' payment records associated with such orders.
- Once every twelve (12) months during the term of the contract and for two (2) years thereafter, and provided The System provides ten (10) business day written notice, The System may request and Vendor will provide access to files or records pertaining to the contract specific to any charges paid or payable by The System hereunder during the previous twelve (12) months for the purposes of determining if such charges are accurate.
- If The System wishes to select a third party auditor to perform such audit, such auditor shall sign a confidentiality agreement reasonably agreeable to Vendor prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement.
- These files and records shall not include any personnel related information, product or labor cost data, or proprietary data relating to Vendor's products or services.

Audits shall be performed at The System's cost during normal business hours in a manner to minimize disruption to Vendor's business, and The System shall promptly provide Vendor with a copy of the results of the audit



### **3.43 Use of Subcontractors**

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

#### ***Response:***

HPE has read and acknowledges.

HPE has formed a relationship with our authorized support services subcontractor, Unisys Corporation. Unisys is consistently ranked a leader in End User Services by Gartner and Forrester. They will assist HPE by providing onsite technical break-fix, installations and preventative maintenance operational support services. HPE and Unisys Corporation will collaborate throughout the entire support process.

HPE assumes responsibility for such personnel—and their work—as a matter of corporate policy.

#### ***Local HPE Authorized Resellers***

Under the terms and pricing offered to The System from HPE in this proposal, an authorized HPE reseller may be enlisted by the member school to assist with necessary services on a local basis. Under this HPE direct / agent program, the associate school would still issue all purchase orders to HPE but indicate the reseller with whom they wish to work by noting the partner's authorized HPE outlet ID on the purchase order. This in no way changes the pricing offered by HPE to The System or its associated schools in this response. For assistance in selecting a local HPE authorized reseller should there be a need, the system or member school can contact the HPE Account Manager.

#### ***Selection***

Over the years, HPE has developed relationships with contract personnel agencies, specialty subcontractors, and preferred vendors worldwide. We prequalify these organizations in terms of the experience and expertise of personnel, service capabilities, certifications, track record for meeting commitments, and quality of parts and components supplied.

#### ***Management***

Each region within HPE Services establishes a supply and subcontracting management strategy that regulates the distribution of orders to qualified companies on the basis of delivery record, products, services, and geography. All subcontractors must have the qualifications, technical certification, skills, and behavior profile to meet HPE's standards. Consistent implementation and continuous improvement of our management process for subcontractors and suppliers results in standards of excellence that reflect those of HPE.

#### ***Risk Selection***

Long-term agreements are entered into with suppliers and subcontractors to establish consistency of pricing, quality, and contract terms and conditions. HPE establishes Master Agreements (referred to as Basic Order Agreements, or BOA) with companies that have



the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

**Response:**

HPE agrees to indemnify The System for third party claims and proposes the following changes to this Section 3.44:

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to **tangible** property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

### 3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.



established their qualifications and performance, as set by the requirements of the business.

To determine the risk associated with any potential subcontractor, the following criteria are considered:

- HPE's familiarity and existing business relationships with the supplier.
- The relative size, complexity, and criticality of the work being sourced.
- The supplier's experience and position in the industry and in delivering the goods and services being sourced.
- The warranty being offered by the supplier.

This risk assessment and examination is part of the overall "Supplier Qualification" process, and includes a review of the supplier's financial stability, business practices, and commitment to quality.

### ***Continuing Quality Assessment***

A fundamental part of HPE's Supplier Evaluation and Review process is the annual Review Meeting with each key supplier or subcontractor. The Review Meeting is used as an opportunity to do the following:

- Share with the supplier HPE's evaluation of the supplier's performance.
- Address and correct potential problems with the supplier.
- Discuss new ideas and ways of improving the relationship.
- Identify any new developments within the supplier's organization that might impact the relationship.

During this process, any issues raised by a customer in terms of the service being provided by a subcontractor are immediately identified and addressed. If the subcontractor is unable to correct such issues to the satisfaction of the customer, HPE will intervene and correct the problem, or will assume responsibility for locating an alternate supplier.

### ***Contingency Plan***

HPE has existing relationships with specialty subcontractors throughout the world, each prequalified in terms of the experience and expertise of personnel, service capabilities, certifications, and track record for meeting service level commitments. If for any reason the subcontractor of choice is unable to provide the designated services, an equally qualified organization will be selected to ensure that all customer commitments are met.

## **3.44 Indemnification**

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning



**Response:**

HPE has read and acknowledges.

### 3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

**Response:**

Hewlett Packard Enterprise (HPE) common shares are traded on the New York Stock Exchange under the ticker symbol HPE. HPE does not issue preferred stock, nor does HPE have a direct purchase program. HPE stock is available for purchase from most brokerage firms, including discount and online brokerage services.

HPE has approximately 1.8 billion shares of stock outstanding. For information on quarterly cash dividends, please see our website at [www.hpe.com/investor/home](http://www.hpe.com/investor/home). HPE also offers a Dividend Reinvestment/Stock Purchase Plan under which stockholders with 10 or more shares of Hewlett Packard Enterprise Common Stock can use quarterly dividends or additional cash payments to automatically purchase additional shares. More information about the plan can be found at <http://investors.hpe.com/~media/Files/H/HP-Enterprise-IR/documents/stock/hpe-brochure.pdf>.

Hewlett Packard Enterprise's initial public offering (IPO) was on November 2, 2015.

#### Investor Relations

The Hewlett Packard Enterprise Investor Relations office may be contacted at:

Hewlett Packard Enterprise Investor Relations  
3000 Hanover Street  
Palo Alto, CA 94304  
(650) 857-2246

E-mail: [investor.relations@hpe.com](mailto:investor.relations@hpe.com)

The Hewlett Packard Enterprise Investor Relations Website can be found at [www.hpe.com/investor/home](http://www.hpe.com/investor/home).

The Website provides online access to company financial reports, including Annual Reports, quarterly results, and SEC filings. It also offers a financial calendar, answers to frequently asked questions, stock split and dividend histories, and a number of other investor resources.

## Transfer Agent

A transfer agent and registrar for a publicly held company, such as HPE, keeps records of every outstanding stock certificate and the name of the person to whom it is registered. When stock changes hands, the transfer agent transfers the ownership of the stock from the seller's name to the buyer's name. The registrar reconciles all transfer records and makes sure that the number of shares debited is equal to the number of shares credited. HPE's transfer agent is EQ Shareowner Services.

The transfer agent does not maintain records of shares bought and sold through brokerage accounts and held in "street name." Those records are maintained by the specific brokerages through which the shares are bought and sold.

Hewlett Packard Enterprise's Transfer Agent is:  
EQ Shareowner Services  
PO Box 64874  
St Paul MN 55164-0874  
888-460-7641

## HPE Top Institutional Shareholders

Please see <http://finance.yahoo.com/q?s=hpe&q1=1> for the latest information on Major Holders.

## 3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

### **Response:**

HPE utilizes new or reconditioned parts to service equipment covered under service contracts. Such use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

HPE's expectation is that replacement components will be provided as part of any OEM warranty. In other cases, HPE uses its internal standards to ensure that reconditioned parts meet or exceed OEM standards of functionality and reliability.

All HPE parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer. All HPE parts meet our rigorous engineering and quality standards.

The following link will take you to the HPE Enterprise Parts Store:

<https://parts.hpe.com/Hpeparts>

## 3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

### **Response:**

HPE has read and acknowledges. FCC certifications are listed on the product label and in the technical specifications for each product, and are also available via a search on HPE's website at [www.hpe.com](http://www.hpe.com).



### 3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

**Response:**

HPE has read and acknowledges.

### 3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

**Response:**

HPE had read and acknowledges.

### 3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**Response:**

HPE has read and acknowledges.

### 3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

**Response:**

#### ***HPE Financial Services***

Hewlett Packard Enterprise Company Financial Services Company ("HPE Financial Services" or "HPEFS") offers a complete array of leasing and financial lifecycle management services not only to HP's public sector customers in the United States, but also to commercial and public sector customers of HPE in dozens of countries worldwide. We can help you transition from your existing technology, acquire a new solution cost-effectively, and manage that solution throughout its lifecycle. Our goal is to help you increase the return on your IT investment, reduce risk, and work within your existing capital and operating budgets.

The lease products HPEFS offers are, like those of its competitors, separate and distinct agreements from the purchase contracts entered into between (the respective) "Alabama Community College" and suppliers (whether the supplier is Hewlett Packard Enterprise Company, an HP-authorized reseller, or a third party vendor), and HPEFS does not assume any of the obligations of the supplier and is not responsible for its selection,

installation or performance. HPEFS is a wholly-owned subsidiary of Hewlett-Packard Company and is based in Berkeley Heights, New Jersey.

HPEFS' Public Sector unit specializes in customized financing plans tailored to meet the needs of educational and governmental customers in the United States. Our familiarity with the needs of public sector customers enables us to offer viable leasing and financing plans for customers like you.

There are variations and options with each major lease plan. The plans presented are examples of what we can offer, and can be adapted to address your specific needs. For example, we can structure a customized leasing or financing plan based on factors such as your budgetary requirements, equipment delivery and installation cycles, and the anticipated period of use to help maximize the benefits to you.

As an additional benefit for leasing with HPEFS there is no need to assign invoices to a third party company. HPFS will order your products directly with the Hewlett Packard Enterprise Company on a purchase order basis expediting your service and allowing HPE Financial Services to you track your assets through the delivery cycle.

### ***HPEFS Lease Offerings***

#### **Fair Market Value/True Lease**

Customers that want to lower their cost of using the equipment and retain maximum flexibility at the end of the lease, HPEFS offers a fair market value lease (also known as a true lease). This "pay-as-you-go" structure helps you stretch your budget dollars to get the technology you need today. At the end of the lease term, you have several options: 1) return the equipment without penalty; 2) renew the lease for a specified renewal term at a negotiated lease payment amount; 3) purchase the equipment at its then fair market value; or 4) extend the original term and continue to make the same periodic lease payments until you are ready to exercise one of the three previously listed options. This plan may help customers avoid technology obsolescence and asset disposition costs.

HPEFS does allow our customers to enter into a month to month extension at the end of each lease agreement if they find it necessary to maintain their existing leased equipment for longer than the original lease timeframe. We also have a package and shipping service that can be incorporated into the lease contract upfront for returns of equipment at lease end. This service can be very valuable when budgeting for your technology costs.

#### ***Tax Exempt Installation Sale (Lease Purchase)***

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

#### **Tax Exempt Tech Refresh**

Our Tech Refresh offer is structured as a Tax-Exempt Installment Sale with an option on the last payment to either return the equipment (or acquire new) or make the payment and own the equipment outright.



Our standard offer calls for payments to be made annually in advance (additional structures may be tailored if needed to accommodate your budget restrictions). The final (or option) payment is a set amount of the original purchase price of the equipment (it is our estimate of the wholesale value of the equipment at the time of the option). The balance of the cost is amortized over the term. The benefit to this structure is that The System is not locked into any one particular deal; it can purchase the equipment for the pre-stated final payment or return it (not make the final payment) and acquire new technology.

Other important elements of the Tech Refresh structure:

- There is only one refresh opportunity during the lease
- Lessee must be committed to acquire and lease similar equipment prior to exercising the option
- Tech Refresh is offered only as a Tax-Exempt Installment Sale structure
- The option cannot be exercised if an event of default has occurred and is continuing
- Lessee must provide an irrevocable written election of notice of its intent to either refresh or purchase 3 months prior to the refresh period. On the 48 month term the refresh point is at month 36, which would require notification at month 33 or 3 months prior to the refresh date option. On the 60-month term the refresh point is month 48, which would require notification at month 45 or 3 months prior to the refresh date option.
- Sample Buyout is effective in year 4 on the 36-month term and year 5 on the 48 month term under the tech refresh lease option.

Your contacts for HPE Financial Services are:

Thomas Cavanaugh  
Southeast Financial Area Manager  
Public Sector  
(770) 330-3360  
[Thomas.Cavanaugh@hpe.com](mailto:Thomas.Cavanaugh@hpe.com)

Amy Hunter  
Inside Financial Area Manager – Public Sector  
(908) 898-4519  
[Amy.hunter@hpe.com](mailto:Amy.hunter@hpe.com)

### 3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the

Joint Purchase Agreement Administrator by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**Response:**

HPE has included the executed Vendor Disclosure Statement and executed Business Entity Compliance Form. Please see **HPE Attachment E**. HPE has also included copies of our E-Verify Company Information Page and E-Verify Memorandum of Understanding in Attachment E.



# HPE Attachment A – HPE Supplemental Terms

## HPE ATTACHMENT – SUPPLEMENTAL TERMS TO REQUEST FOR BID #ACCS-2019-01

HPE respectfully requests inclusion of the following provisions in the final “ACCS Agreement”, which we feel are relevant and necessary for the sale of HPE products, services, and support contemplated by this procurement. To our knowledge, these provisions do not conflict with the RFB requirements, terms, or any applicable state laws. HPE is willing to negotiate a final “ACCS Agreement” in good faith.

1. **Parties.** These terms represent the agreement (“**Agreement**”) that governs the purchase of products and services from the Hewlett Packard Enterprise (“**HPE**”) entity and the Alabama Community College System (“**The System**”).
2. **Orders.** “**Order**” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HPE website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “**Affiliates**”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HPE Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HPE through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HPE or, in the absence of a written quote, as set out on our website, customer-specific portal, or HPE published list price at the time an order is submitted to HPE. Prices are exclusive of installation unless otherwise quoted. If a withholding tax is required by law, please contact the HPE order representative to discuss appropriate procedures. HPE will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
6. **Support Services.** HPE’s support services will be described in the applicable Supporting Material, which will cover the description of HPE’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
7. **Eligibility.** HPE’s service, support and warranty commitments do not cover claims resulting from:
  1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  2. Modifications or improper system maintenance or calibration not performed by HPE



- or authorized by HPE;
3. failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;
  4. malware (e.g. virus, worm, etc.) not introduced by HPE; or
  5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.
8. **Professional Services.** HPE will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
  9. **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HPE.
  10. **Dependencies.** HPE's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
  11. **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
  12. **Product Performance.** All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.
  13. **Software Performance.** HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPE does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.
  14. **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.
  15. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.
  16. **Product Warranty Claims.** When we receive a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE.
  17. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.
  18. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HPE a non-exclusive, worldwide, royalty-free



- right and license to any intellectual property that is necessary for HPE and its designees to perform the ordered services. If deliverables are created by HPE specifically for Customer and identified as such in Supporting Material, HPE hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
19. **Intellectual Property Rights Infringement.** HPE will defend and/or settle any claims against Customer that allege that an HPE-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HPE will rely on Customer's prompt notification of the claim and cooperation with our defense. HPE may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HPE is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HPE is not responsible for claims resulting from deliverables content or design provided by Customer.
20. **License Grant.** HPE grants Customer a non-exclusive license to use the version or release of the HPE-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HPE branded software, the third party's license terms will govern its use.
21. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HPE software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HPE makes them available to Customer.
22. **License Restrictions.** HPE may monitor use/license restrictions remotely and, if HPE makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HPE with reasonably detailed information about those activities.
23. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HPE may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HPE, except that Customer may retain one copy for archival purposes only.
24. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HPE. HPE-branded software licenses are generally transferable subject to HPE's prior written authorization and payment to HPE of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
25. **License Compliance.** HPE may audit Customer compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense). If an audit reveals underpayments then



- Customer will pay to HPE such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HPE for the auditor costs.
26. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
27. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HPE does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HPE has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HPE will use any PII to which it has access strictly for purposes of delivering the services ordered.
28. **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HPE's standard commercial license.
29. **Global Trade compliance.** Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HPE may suspend its performance under this Agreement to the extent required by laws applicable to either party.
30. **Limitation of Liability.** HPE's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HPE for the relevant Order. Neither Customer nor HPE will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
31. **Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HPE's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
32. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the State of Alabama and the courts of that locale will have jurisdiction.



## SUPPLEMENTAL DATA SHEET

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

### 1. SERVICE ELIGIBILITY

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

### 2. SUPPORT LIMITATIONS

- **Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HPE coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- **Version Support.** Unless otherwise agreed by HPE in writing, and for those offerings not delivered by HPE Software, HPE only provides support for the current version and the immediately preceding version of HPE branded software, and provided that HPE branded software is used with hardware or software included in HPE-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- **Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable

advance notice to HPE may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.

- **Multi-vendor Support.** HPE provides support for certain non-HPE branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HPE branded products are under warranty. HPE may discontinue support of non-HPE branded products if the manufacturer or licensor ceases to provide support for them.
- **Modifications.** You will allow HPE, at HPE's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

### 3. CUSTOMER RESPONSIBILITIES

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



addition, all parties must execute HPE's agency agreement to allow for such access by the third party.

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

#### 4. GENERAL PROVISIONS

- **Cancellation.** Unless otherwise agreed in writing, you may only cancel support orders or delete products from an existing support order upon sixty (60) days' written notice. HPE reserves the right to audit customer's installed base to verify compliance with this provision. HPE may discontinue support for products and specific support

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

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



## HPE Attachment B – Clarifications and Modifications

RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS		
Section	Section Title	Summary
3.9	No Obligation	Termination for cause is mutual with notice and reasonable opportunity afforded to remedy failure to meet obligation or rectify any breach.
3.13	Agreement Terms and Conditions	Please refer to <b>HPE Attachment A</b> , HPE Supplemental Terms, which are necessary and relevant to the sale of products, services, and support and the license of software contemplated by this procurement and are not enumerated or in conflict with the RFB. HPE is committed to negotiating, in good faith, a final agreement.
3.19	Fiscal Funding	HPE agrees to the language in the section provided that the System agrees to pay HPE for all products shipped and support and services performed through the date of the beginning of the first fiscal year in which funds were not appropriated. The System should notify HPE as soon as practicable after the System becomes aware.
3.20	Insurance	The first sentence should be removed. This is an unreasonable risk for HPE to take and does not have any parameters surrounding the risk for damage or loss.  Also, minor edits per the direction of our insurance carrier.
3.21	New Products	System will allow for industry standard practices (as articulated in FAR Subpart 11.302(b)(2)) which allows for remanufactured parts provided they are equivalent to new and warranted as new.
3.32	Title Passage	Title to hardware will pass to the System upon delivery to it or its designee.
3.34	Order of Precedence	Order of Precedence shall be as follows: A. This agreement and all sections and exhibits, including the Supplemental Terms attached as Attachment A; B. The list of products and services contained in the purchase order; C. Vendor's response; D. the terms and conditions of this RFB.
3.35	Payment Provisions	Acceptance of hardware occurs upon delivery and payment terms are within thirty (30) days from date of HPE invoice(s).
3.36	Shipment and Risk of Loss	Risk of loss or damage to the hardware passes to the procuring entity or its designee at delivery. Non-warranty returns are in accordance with HPE's State and Local Government and Education Customer Return Policy.
3.41	Impracticability of Performance	HPE agrees with this section. However, Force majeure will not relieve the procuring entity from payment obligations due to HPE.

RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS		
3.42	Records and Audit	Audits limited to orders from System to HPE for products and services, including invoices and procuring agencies' payment records associated with such orders. Audits shall only be conducted once every twelve (12 months) with at least ten (10) business days' notice prior, and shall not include personnel information, product or labor cost data or any of proprietary data of HPE.
3.44	Indemnification	Indemnification provided for third party claims for injury or death to persons or damage to tangible property.



# HPE Attachment C – Sample ACCS Quarterly Report

HPE's report layout for ACCS is on the following pages.

ALJP2016-042 Networking Contract  
Quarter/Year: Q1 2019

Total Sales

\$0.00

CONTRACT NUMBER

AGENCY

END USER CITY

END USER STATE

SHIP TO NAME

SHIP TO CITY

SHIP TO STATE



MFG PART NUMBER      PART DESC      SHIP DATE      ORD DATE/P      CUST PO NU      QTY SHPD      PRICE      EXT PRICE

**\$ 0.00**

CLASS DESC

PROGRAM TYPE



03/03/2025 04:00 PM



## HPE Attachment D – HPE Returns Policy

HPE SLED Return Policy is on the following pages.

### State and Local Government and Education Customer Return Policy

**Coverage:** These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HPE/Aruba branded product direct from Hewlett Packard Enterprise Company ("HPE") or a customer purchase under one of HPE's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HPE and a State, Local or Education end user. This return policy does not apply to purchases by end user through HPE resellers under separate contract; loaners; early marketing units or employee purchases administered as internal HPE orders.

#### **Products Not Eligible:**

**Customized Products:** Products that are customized and not otherwise marketable by HPE (e.g., products specifically designed for a particular customer that cannot be sold to another customer).

**Refurbished products:** HPE branded product

**Consumable products:** Separately packaged HPE branded software cannot be returned to Hewlett Packard Enterprise.

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

**Product not purchased direct from HPE:** Which means product purchased from another source, such as a reseller, distributor, etc., under a separate contract between end user and reseller.

### RETURN OF PRODUCTS

#### **Defective Product:**

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-844-806-3425 to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may contact the HPE North America Customer Care Team via email: VALOM-US-SLED@HPE.COM, to report product that was defective on arrival and obtain warranty service for HPE Product, or obtain contact information for warranty services provided by other manufacturers.

#### **Carrier Related Loss or Damaged Shipments:**

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

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

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

#### **Procedures for Returns:**

The State or Local Government and Education Customer should contact the assigned Customer Service Representative (CSR) via email: VALAM-US-SLED@HPE.COM, to coordinate returns or replacements within 30 days from delivery of product. At that time a case number will be assigned to the request while HPE validates it and proceeds (24 -48 hours). Once a Return Material Authorization is approved, the Care Agent will submit an e-claim and an RMA number is assigned to it. This e-claim triggers a return label with HPE selected carrier (usually CEVA) and CEVA sends out a questionnaire to the customer that needs to be responded no later than 7 calendar days. Once the carrier receives the questionnaire, pick up should be scheduled for the returning material no later than 30 calendar days from the date of the request. The Customer Care Team Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.



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

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

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

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

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

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

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

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

Hewlett Packard Enterprise Returns  
c/o Alorica  
423 New Sanford Road  
Dock door 29  
LaVergne, TN 37086  
RMA XXXXXXXX

## **HPE Attachment E – HPE E-Verify Information**

Beginning on the next page, HPE's E-Verify information includes the following:

- HPE Compliance Form – Business Entity
- HPE Alabama Vendor Disclosure Form
- HPE E-Verify Company Information
- HPE E-Verify Memorandum of Understanding



FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

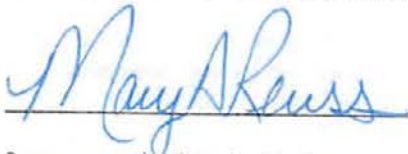
State of Minnesota

County of Hennepin

Before me, a notary public, personally appeared Mary A. Reuss (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Contract Negotiator (state position) for Hewlett Packard Enterprise Company (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

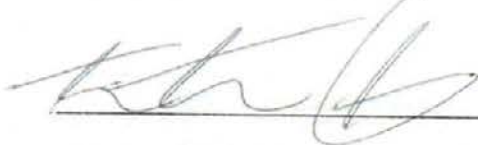
I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)



Signature of Affiant

Sworn to and subscribed before me this 11th day of February, 2019.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



ALEXANDER DAVID GLATTLY  
NOTARY PUBLIC - MINNESOTA  
MY COMMISSION EXPIRES 01/31/2021

**Author:** Jean Brown

**Statutory Authority:** Code of Alabama, sections 31-13-9 (a) and (b);  
Section 31-13-9 (h).

**History:** **New Rule:** Filed December 12, 2011; effective December 12, 2011



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Hewlett Packard Enterprise Company

ADDRESS

3000 Hanover Street

CITY, STATE, ZIP

Palo Alto, CA 94304

TELEPHONE NUMBER

650-687-5817

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Community College System & Alabama Higher Education

ADDRESS

135 South Union Street, Suite #135

CITY, STATE, ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

334-293-4507

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☒

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama State Dept. of Education	ALJP2016-042 - Servers, Storage, Software, Services	Term Contract - Varies by
Alabama Community College System	ACCS-JPA2014-47 - Servers, Storage, Software, Services	Term Contract - Varies by

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
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1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

None - to the best of our knowledge.



2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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None - to the best of our knowledge.

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

With approximately 235,000 HPE stockholders of record, there may be a public official, public employee, and/or family member(s) of the public official or public employee who may own HPE stock, and therefore, will have a pecuniary interest in or benefit indirectly from this bid if awarded to HPE.

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

None.

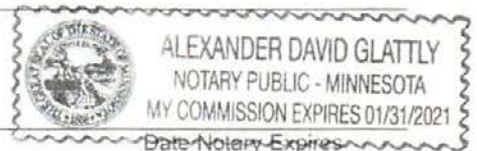
By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date



Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Welcome  
Heejung KimUser ID  
HKIM3393Last Login  
05:07 PM - 11/24/2015 [Log Out](#)

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## Company Information

Client Company Name: Hewlett Packard Enterprise Company

[View / Edit](#)

Client ID Number: 894354

Doing Business As (DBA)  
Name:

DUNS Number:

### Physical Location:

Address 1: 3000 Hanover Street

Address 2:

City: Palo Alto

State: CA

Zip Code: 94304

County: SANTA CLARA

### Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

### Additional Information:

Employer Identification Number: 473298624

Total Number of Employees: 10,000 and over

Parent Organization:

Administrator:

### Organization Designation:

Client Company Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 99

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#) [View MOU Signature Page](#)[Return to Company List](#)[View MOU](#)



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Hewlett Packard Enterprise Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and



coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other



published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's



responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin



E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

- 1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting



requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security



Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V SYSTEM SECURITY AND MAINTENANCE**

### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its



development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support



the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

#### **D. COMMUNICATIONS**

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

#### **E. SOFTWARE DEVELOPER RESTRICTIONS**

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

## **F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

## **ARTICLE VI MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

## ARTICLE VII

### PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Hewlett Packard Enterprise Company (Employer) hereby designates and appoints Fragomen, Del Rey, Bernsen & Loewy, LLP (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.



Client Company ID Number: 894354



Company ID Number: 33523



Company ID Number: 33523

Client Company ID Number: 894354

**Approved by:**

<b>Employer</b> Hewlett Packard Enterprise Company	
Name (Please Type or Print)	Title
Signature	Date
<b>E-Verify Employer Agent</b> Fragomen, Del Rey, Bernsen & Loewy, LLP	
Name (Please Type or Print)	Title
Ali Ramezanzadeh	
Signature Electronically Signed	Date 07/15/2015
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature Electronically Signed	Date 07/22/2015

Company ID Number: 33523

Client Company ID Number: 894354

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	Hewlett Packard Enterprise Company
Company Facility Address	3000 Hanover Street Palo Alto, CA 94304
Company Alternate Address	
County or Parish	SANTA CLARA
Employer Identification Number	473298624
North American Industry Classification Systems Code	541
Parent Company	Hewlett-Packard Company
Number of Employees	10,000 and over
Number of Sites Verified for	99



Company ID Number: 33523

Client Company ID Number: 894354

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA	1 site(s)
ARKANSAS	4 site(s)
CALIFORNIA	14 site(s)
COLORADO	3 site(s)
CONNECTICUT	1 site(s)
DIST OF COL	2 site(s)
DELAWARE	1 site(s)
FLORIDA	5 site(s)
GEORGIA	3 site(s)
IOWA	1 site(s)
IDAHO	1 site(s)
ILLINOIS	1 site(s)
INDIANA	3 site(s)
KANSAS	1 site(s)
KENTUCKY	2 site(s)
MASSACHUSETTS	5 site(s)
MARYLAND	2 site(s)
MAINE	1 site(s)
MICHIGAN	4 site(s)
MINNESOTA	1 site(s)
NORTH CAROLINA	3 site(s)
NEBRASKA	1 site(s)
NEW JERSEY	2 site(s)
NEVADA	2 site(s)
NEW YORK	3 site(s)
OHIO	6 site(s)
OKLAHOMA	3 site(s)
OREGON	1 site(s)
PENNSYLVANIA	1 site(s)
PUERTO RICO	2 site(s)
RHODE ISLAND	1 site(s)
TEXAS	9 site(s)
VIRGINIA	4 site(s)
VERMONT	1 site(s)
WASHINGTON	1 site(s)
WISCONSIN	2 site(s)
WEST VIRGINIA	1 site(s)

Company ID Number: 33523

Client Company ID Number: 894354

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Ali Ramezanzadeh  
Phone Number (408) 330 - 1182  
Fax Number  
Email Address aramezanzadeh@fragomen.com

Name Cynthia Lange  
Phone Number (408) 330 - 1111  
Fax Number  
Email Address clange@fragomen.com



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## HPE Attachment F – HPE Price List

HPE is providing categorical discounts.

Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Products	HPE Networking Products*	34%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Services and Support	HPE Networking Services and Support* (Care Pack Services)	22%
Networking Category (Hewlett Packard Enterprise)	HPE Enterprise Security Products	HPE Enterprise Security Products* (Hardware Software and Support)	16%-34%
Networking Category (Hewlett Packard Enterprise)	Microsoft	Microsoft Software Licenses and Support	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Industry Standard Servers* (Includes Options & Accessories)	10% - 23%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Micro Servers* (Includes Options & Accessories)	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Business Critical Servers* (Includes Options & Accessories, Operating System Software, Layered Software and Opencall)	11% - 31%
Networking Category (Hewlett Packard Enterprise)	HPE Storage Products	HPE Storage Works Division* (Includes Options & Accessories and software for MSA, XP, EVA, 3PAR, LeftHand Networks Products)	16% - 36%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Products	HPE Networking Products*	34%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Services and Support	HPE Networking Services and Support* (Care Pack Services)	22%
Networking Category (Hewlett Packard Enterprise)	Microsoft	Microsoft Software Licenses and Support	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Industry Standard Servers* (Includes Options & Accessories)	10% - 23%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Micro Servers* (Includes Options & Accessories)	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Business Critical Servers* (Includes Options & Accessories, Operating System Software, Layered Software and Opencall)	11% - 31%



Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount%
Networking Category (Hewlett Packard Enterprise)	HPE Storage Products	HPE Storage Works Division* (Includes Options & Accessories and software for MSA, XP, EVA, 3PAR, LeftHand Networks Products)	16% - 36%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Products	HPE Networking Products*	34%
Networking Category (Hewlett Packard Enterprise)	HPE Networking Services and Support	HPE Networking Services and Support* (Care Pack Services)	11% - 24%
Networking Category (Hewlett Packard Enterprise)	HPE Enterprise Security Products	HPE Enterprise Security Products* (Hardware, Software and Support)	16%-34%
Networking Category (Hewlett Packard Enterprise)	Microsoft	Microsoft Software Licenses and Support	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Industry Standard Servers* (Includes Options & Accessories)	10% - 23%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Micro Servers* (Includes Options & Accessories)	0%
Networking Category (Hewlett Packard Enterprise)	HPE Server Products	HPE Business Critical Servers* (Includes Options & Accessories, Operating System Software, Layered Software and Opencall)	11% - 31%
Networking Category (Hewlett Packard Enterprise)	HPE Storage Products	HPE Storage Works Division* (Includes Options & Accessories and software for MSA, XP, EVA, 3PAR, LeftHand Networks Products)	16% - 36%
Networking Category (Hewlett Packard Enterprise)	HPE Software & Solutions	HPE Software & Solutions (Includes HPE IT Performance Software, Storage Essentials, HPE IM Software, HPE Storage Software and HPE Vertica Analytics Software)	24% - 26%
Networking Category (Hewlett Packard Enterprise)	HPE Care Pack Services	HPE Services and Support - Care Pack Services* (UW, 06, JN, 72, RB, 6W)	16%
Networking Category (Hewlett Packard Enterprise)	HPE Maintenance Services	HPE Maintenance Services (Hardware Maintenance Services and System Software Maintenance Services)	18%
Networking Category (Hewlett Packard Enterprise)	HPE Software & Solutions	HPE Software & Solutions (Includes HPE IT Performance Software, Storage Essentials, HPE IM Software, HPE Storage	24% - 26%

Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount%
		Software and HPE Vertica Analytics Software)	
Networking Category (Hewlett Packard Enterprise)	HPE Care Pack Services	HPE Services and Support - Care Pack Services• (UW, 06, JN, 72, RB, 6W)	13%



## HPE Attachment G – ISO 9001 Certificate

HPE's ISO 9001 Certificate is on the following pages.

# Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

Hewlett Packard Enterprise Company  
11445 Compaq Center Drive W.  
Building CCM07  
Houston  
Texas  
77070  
USA


Holds Certificate No:

**FM 21572**

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

The design and development of Servers and Converged Solutions, and the sales order fulfillment, supply chain management, manufacturing, remanufacturing and delivery of Servers, Storage, Networking products and Converged Solutions within the Americas.

For and on behalf of BSI:

  
Carlos Pitanga, Chief Operating Officer Assurance – Americas

Original Registration Date: 1992-09-21

Latest Revision Date: 2018-09-07

Effective Date: 2017-05-02

Expiry Date: 2020-05-01

Page: 1 of 3



...making excellence a habit.™

This certificate remains the property of BSI and shall be returned immediately upon request.

An electronic certificate can be authenticated [online](http://www.bsigroup.com/ClientDirectory). Printed copies can be validated at [www.bsigroup.com/ClientDirectory](http://www.bsigroup.com/ClientDirectory)

To be read in conjunction with the scope above or the attached appendix.

Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000

BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.

A Member of the BSI Group of Companies.



Certificate No: **FM 21572**

Location	Registered Activities
Hewlett Packard Enterprise Company 11445 Compaq Center Drive W. Building CCM07 Houston Texas 77070 USA	The design and development of Servers and Converged Solutions, and the sales order fulfillment and supply chain management of Servers, Storage, Networking products, and Converged Solutions.
Hewlett Packard Enterprise Carrollton Integration Center 2020 McDaniel Dr. Carrollton Texas 75006 USA	Integration, networking and deployment services for both Internal and external customers.
Hewlett-Packard Enterprise SA de CV Mexico City Prolongacion Reforma No. 700 Col. Lomas de Santa Fe Delegacion Alvaro Obregon Mexico Distrito Federal C.P. 01210 Mexico	Sales and support of products, services and solutions of information technology infrastructure (servers, storage, software, networks).
GSD SC Puerto Rico Repair Operations (PRRO) Road 110 Km. 28 Bldg #1 Aguadilla 00605 Puerto Rico	The repair of field returns printed circuit assemblies, including security hardware, central processing units (eg. System boards, processor boards, IO backplanes), storage devices, network and computer memory products.
Hewlett Packard Enterprise Chippewa Falls - Engineering 1168 Technology Way Chippewa Falls Wisconsin 54729 USA	Design and Development, QMS processes.

Original Registration Date: 1992-09-21

Latest Revision Date: 2018-09-07

Effective Date: 2017-05-02

Expiry Date: 2020-05-01

Page: 2 of 3

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To be read in conjunction with the scope above or the attached appendix.  
Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000  
BSI Assurance UK Limited, registered in England under number 7805321 at 369 Chiswick High Road, London W4 4AL, UK.  
A Member of the BSI Group of Companies.

Certificate No: **FM 21572**

Location	Registered Activities
Hewlett Packard Enterprise Chippewa Falls - Production 100 North Cashman Drive Chippewa Falls Wisconsin 54729 USA	Procurement, Receiving, Manufacturing, Test and Calibration.
Hewlett Packard Enterprise Chippewa Falls - Warehouse 2701 Olson Drive Chippewa Falls Wisconsin 54729 USA	Materials Warehouse.
Hewlett Packard Caribe B.V. Puerto Rico Manufacturing Operation Road 110 Km. 28 Bldg #1 Aguadilla 00605 Puerto Rico	The manufacture of printed circuit assemblies, the assembly of electronic products including central processing units (e.g. System boards, processor boards, IO backplanes), storage devices, graphics network, computer memory products, security products. Customer Service call center, Software manufacturing, duplication and replication of software products, electronic software delivery and licensing support.

Original Registration Date: 1992-09-21

Latest Revision Date: 2018-09-07

Effective Date: 2017-05-02

Expiry Date: 2020-05-01

Page: 3 of 3

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To be read in conjunction with the scope above or the attached appendix.  
Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000  
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.  
A Member of the BSI Group of Companies.



## HP E Attachment H – Signature Authorization

Signature authorization for Mary Reuss, HP E US. Public Sector SLED Contract Negotiator  
is on the following page.

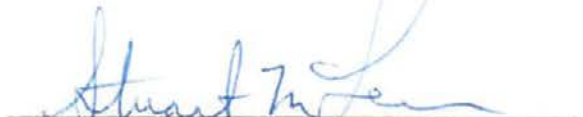


# Hewlett Packard Enterprise

## SIGNATURE AUTHORIZATION FOR BIDS, QUOTES, CONTRACTS, BID BONDS, AND PERFORMANCE BONDS

I certify that **Mary Reuss** is authorized to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies, and other customers on behalf of Hewlett Packard Enterprise Company, in an amount up to **\$5,000,000** and affirm that his/her signature shall be binding on Hewlett Packard Enterprise Company. This authorization shall expire on April 30, 2019.

Dated: Jan 2, 2018

  
Stuart McLean, Manager – Americas Contract  
Operations.

\*\*\*\*\*  
“RESOLVED, the Board hereby approves each of the individuals listed below to be authorized signatories of the Corporation (the “Authorized Signatories”), to individually sign bids, quotations, leases and contracts with customers and government agencies, up to an amount of \$50,000,000.00, including such bids and performance bonds as may be required in connection with such bids and contracts, and is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds, effective as of August 1, 2015:

Stuart McLean  
Dan Ionnone  
Sonia Hairabedian  
Elizabeth Leach  
Brittany Dunaway  
Jessi Wallace  
June Eskridge  
Miriam Montejano  
Hector Mendoza  
Maria Jose Gascon

I, Rishi Varma, do hereby certify that I am the duly appointed SVP, Deputy General Counsel and Assistant Secretary of Hewlett Packard Enterprise Company, a Delaware corporation; that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of said corporation on July 28, 2015; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of Hewlett Packard Enterprise Company.

Dated: 1.8.18

  
Rishi Varma

(SEAL)