

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
NOVEMBER 1, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
2011 Computer Replacements	Resolution Ordinance ✓ Motion Discussion Only	Liangfu Wu Director, Information Services

SYNOPSIS

A motion is requested to approve the purchase of computers from CDS Offices Technologies in an amount not to exceed \$62,892.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY 2011 budget includes an amount of \$64,600 in the Equipment Replacement Fund for computer replacements.

RECOMMENDATION

Approval on the November 1, 2011 Consent Agenda.

BACKGROUND

Staff systematically evaluates computer replacement needs of the Village and plans accordingly, using the budget within the Equipment Replacement Fund. Staff is proposing to replace all Police Department personal computers as part of a four-year replacement cycle. The goal in replacing computers on a regular replacement cycle is two-fold:

- Help the Village's computer users to be more efficient through the use of current software and much faster hardware.
- Help the Information Services Department to reduce the time spent maintaining computers and assisting users. Right now staff spends a great deal of time maintaining the older machines due to component failures. Any time that staff spends repairing a computer is time that computer user spends without a computer, making productivity and efficiency difficult.

This year's computer replacements for the Police Department will be from the Illinois State Computer replacement contract, which offers competitively priced computers that meet the Village's requirements. Staff recommends the purchase from CDS for a total cost of \$62,892.00.

Price Breakdown

Description	Unit Cost	Quantity	Extended Cost
Desktop PC	\$935.00	60	\$56,100.00
Laptop PC	\$849.00	8	\$6,792.00
		Total	\$62,892.00

ATTACHMENTS

Contract – Desktop Computers

Contract – Laptop Computers

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Vendor Name) CDS Office Systems INC dba CDS Office Technologies

Signature Ronald S. Clark

Printed Name Ronald S. Clark

Title Vice President - Government Sales Date _____

Address 612 S Dirksen Parkway

Springfield, IL 62703

Phone 217-528-8936 Fax 217-753-4867

E-mail rclark@cdsot.com

Phil Kuntmann
SPO
2/1/11

STATE OF ILLINOIS

(Agency Name) _____

Official Signature James P. Sledge

Printed Name James P. Sledge 67

Title Director Date 2/28/11

Designee Signature Jan F. Morrow

Printed Name Jan F. Morrow

Title C.O.O.

Address 401 S. Spring

Springfield, IL 62706

Phone 217-557-2412 Fax 217-558-1759

E-mail jan.morrow@illinois.gov

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 11-56094

Contract # _____

Project Title Statewide Desktop Master Contract

Procurement Method (IFB, RFP, Small, etc): IFB

Award Code: A

IPB Publication Date: 10/21/2010

IPB Ref. # 22020171

Subcontractor Utilization? Yes ☐ No ☐

Subcontractor Disclosure? Yes ☐ No ☐

Funding Source _____

Obligation # _____

CMS Program Compliance _____

Fiscal Compliance _____

Legal Compliance _____

Executive Compliance _____

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This Contract shall commence upon the last dated signature of the Parties for a term of 60 months.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: This Contract may not be renewed.

1.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: The Department of Central Management Services (CMS) is seeking to execute an indefinite quantity, multi-year, statewide master contract for desktop computers, upgrades, harddrive recovery and warranty services..

CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize contract(s) resulting from this procurement. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525]. For more information on this program, visit the CMS website: http://www.cms.il.gov/cms/1_servicesq/jntpurch.htm.

By executing a statewide master contract, the State hopes to gain more favorable pricing for the products specified in Section 2.2. The State will consider both direct purchase and a 36 Month Payment Option for acquiring this equipment.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

Vendor to provide the equipment listed below. The same Original Equipment Manufacturer (OEM) must be utilized for the desktop category. Optional components may be from other OEMs but must carry the same warranty requirements as the configurations. Configurations may change, expand or contract over the term of the contract as a result of technology developments and vendor offerings. To the extent products change over time, Vendor must provide an equivalent or better substitution at the same or lower price, matching or exceeding the percentage discount off OEM commercially published pricing..

1. Desktop Computing
 - a. Professional Business
 - b. Technical Engineer/IT User

Optional components such as memory, optical drive, and hard drive upgrades, etc. are also included.

The State of Illinois intends to create/promote standard configurations for each of the categories (all with options to upgrade) as well as warranty and related support services.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by CMS Bureau of Strategic Sourcing (BOSS). See Contract Section 2.10 for further details.

The State recognizes that the manufacturer may make product changes and add new products or product upgrades at any time during the contract term (including optional renewals). Vendor is responsible for notifying CMS Bureau of Strategic Sourcing (BOSS) of changes or additions to products under contract. See Contract Section 2.10 for further details. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

Orders and Billings Requirements

Vendor will maintain their website (www.cdsot.com) and provide technical specifications of products, product pictures, part numbers, details specific to product components and upgrade options, and any other pertinent information, as well as contract pricing for use by State Agencies and Joint Purchasing entities.

Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement, "BOA") or via an online ordering system, as the need arises. Other institutions entitled to use the resulting contract will utilize their own individual purchase order. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

Vendor must provide an electronic, on-line ordering system with the ability to accept web, email, and XML-based orders. Vendor must be able to accept orders via mail, fax, and email purchased orders. Vendor must provide a billing system with the following capabilities:

- a. Groups orders/billing; reducing the number of invoices and payees
- b. Supports multiple agency billing names, addresses, and accounts
- c. Provides online review of outstanding invoices;
- d. Supports multiple bill sorting options
- e. Provides on-line tracking and reporting of order status.

Desktop Computing, Minimum Requirements

There are two configurations for this category: Professional Business and Technical Engineer/IT User. The following outlines the minimum requirements for the desktop computing devices by configuration Along with Vendor's current solution to meet these requirements.

Desktop Computing: Professional Business			
Configuration	Professional Business (State's Minimum Requirements)		Vendor's Current Proposed Solution
Description	This device will nicely suffice for the multi-tasking requirements of office automation, email, multiple browser sessions and various support tools. It will handle high-end business needs such as large macro and calculation driven spreadsheets or virtual machines.		ThinkCentre M75e custom configuration.
Processor	INTEL Core 2 Duo or Intel Core i3 or AMD Athlon II X2 or AMD Phenom 64 II X2		Athlon II X2 B22 (2.8GHz, 2M Total Cache, AM3, 65W) 45nm
Speed	2.6Ghz (INTEL) or 2.8 Ghz (AMD) 1066Mhz FSB		2.8Ghz AMD integrated 1066MHz DDR3 memory controller, and 2MB L2 cache (1MB per core)
Memory	4GB DDR3		4gb up to 16g; UDIMM, PC3-10600 1333MHz DDR3 (System automatically clocks down for processors with 1066MHz DDR3 memory controller)
Hard Disk	160GB SATA 7200rpm		250gb SATA 3.0Gb/s 7200 rpm, including vibration dampening mounts
CD/DVD Drive	CD R/W DVD R Combo – SATA; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.		CD R/W DVD R Combo – SATA; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means).
Graphics	Integrated 256MB video adapter with: (1) VGA output connector (1) DVI or DisplayPort (dualmode/DP++ support) output connector (if additional dongle/converter is needed to meet this requirement, it MUST be included in pricing for this configuration)		ATI Radeon 3000, integrated in chipset, uses main memory (up to 256MB), one analog VGA DB-15 connector, one DVI-D connector, DirectX10, ATI AvivoTM, SurroundViewTM, supports dual independent display; supports up to 4 monitors with optional dual-head ATI Radeon discrete graphics adapter
Manageability	DMTF Dash-Compliant; For standard imaging purposes we require minimum 12 month platform/chipset lifecycle.		The latest DASH suite on the M75e enables you to remotely manage and update systems while preloaded ThinkVantage® Technologies suite offers system recovery and easy manageability. The M75e was announced in September, 2010 and has a lifecycle through December, 2011
Ethernet LAN	10/100/1000 w/RJ-45 connector		Gigabit ethernet on planar, Wake on LAN, RJ-45 connector
Operating System	Windows 7 Professional (64-bit) /Windows XP Professional		Windows 7 Professional (64-bit) /Windows XP Professional downgrade
Warranty	3 years parts w/3 years labor - onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.		3-year parts and labor limited onsite; 8 am - 5 pm, Mon - Fri coverage excluding holidays, next business day response time
Other Ports	4 USB 2.0 (2 front, 2 back) 1 headphone/line-out 1 microphone in		Ports include: Front Ports: Two USB 2.0, microphone (stereo, 3.5mm), headphone (stereo, 3.5mm); Rear Ports: Four USB 2.0, serial (9-pin), keyboard (PS/2), mouse (PS/2), ethernet (RJ-45), monitor (VGA DB-15, DVI-D)

Desktop Computing: Professional Business			
Configuration	Professional Business (State's Minimum Requirements)		Vendor's Current Proposed Solution
Slots	2 available internal PCI Express (PCIe/PCI-E) x1 to x16.slots		SFF: Slot 1: Low Profile, PCIe 2.0 x16 (40w max) Slot 2: Low Profile, PCIe 2.0 x1 Slot 3: Low Profile, PCIe 2.0 x1 Slot 4: Low Profile, 32-bit PCI 2.3 Tower (included in pricing): Slot 1: half-length, full-height, PCIe 2.0 x16 (60w max) Slot 2: half-length, full-height, PCIe 2.0 x1 Slot 3: half-length, full-height, PCIe 2.0 x1 Slot 4: half-length, full-height, 32-bit PCI 2.3
Keyboard	USB Standard Keyboard		Lenovo Preferred Pro Full Size Keyboard - US English
Mouse	USB Optical Scroll Mouse		Lenovo Optical Wheel Mouse - USB Primax 400 DPI
Security	Kensington-lockable Compatible		One lock to secure both cover and entire system to fixed object: - Padlock loop (in rear for opt padlock) - Security slot (in rear for optional Kensington® Microsaver® cable) Other security features: Power-on password Administrator password Hard disk password Boot sequence control Boot without keyboard, mouse Serial port I/O control USB port disablement The Embedded Trusted Platform Module (TPM) chip protects your mission-critical data.
Form Factor	Mini-Tower or Small Desktop Form Factor		Minitower form factor is priced; SFF is available
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under <u>Recovery and Disposal/Return Services</u> , during the warranty period.		The Lenovo Hard Disk Drive Retention offering is priced in the minitower configuration; If your hard drive fails and it is still covered under warranty, Hard Disk Drive Retention lets you keep your old drive and hold on to your data.
Certifications & Compliance	Energy Star 5.0 or higher qualified; EPEAT registered Gold; UL listed		EPEAT Gold rating Energy Star 5.0-compliant GREENGUARD certified RoHS-compliant; UL listed

Desktop Computing: Technical Engineer/IT User			
Configuration	Technical Engineer/IT User (State's Minimum Requirements)		Vendor's Current Proposed Solution
Description	This device is a high-end Workstation Class PC intended for use by development staff as well as power use with GIS, CAD and high processing intensity applications. Identify the make, model and options proposed for this configuration in the Vendor Narrative.		ThinkCentre M75e custom configuration.
Processor	INTEL CORE i7 or Core 2 Quad, or AMD Phenom II X4 Quad-Core Processors		AMD Phenom II X4 B95 Quad-core
Speed	2.8Ghz(INTEL) or 3.0 Ghz (AMD) 1066Mhz FSB		3.0Ghz (AMD) integrated
Memory	8GB DDR3		8GB configured up to 16GB max, UDIMM, PC3-10600 1333MHz DDR3*, four 240-pin DIMM sockets
Hard Disk	250GB SATA 7200rpm 3.0 Gb/s		250GB SATA 3.0Gb/s 7200 rpm, with vibration dampening mounts

Desktop Computing: Technical Engineer/IT User			
Configuration	Technical Engineer/IT User (State's Minimum Requirements)		Vendor's Current Proposed Solution
CD/DVD Drive	CD R/W DVD R Combo – SATA; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.		CD R/W DVD R Combo – SATA; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means).
Graphics	Discreet 512MB video adapter with: (1) VGA Output connector (if additional dongle/converter is needed to meet this requirement, please include in pricing) (1) DVI or DisplayPort (w/dualmode/DP++ support) Output (if additional dongle/converter cable needed to meet this requirement it must be included in pricing for this configuration); Dual (2) display/monitor ports support (must be included in pricing for this configuration)		Configured with discrete video: NVIDIA GeForce 310 512MB DDR3 (VGA+DP) HP; along with standard ATI Radeon 3000 integrated in chipset, this configuration supports up to 4 monitors: two analog VGA DB-15 connectors, one DVI-D connector, DirectX10, ATI AvivoTM, SurroundViewTM, supports dual independent display; and one DisplayPort connector
Manageability	DMTF Dash-compliant; For standard imaging purposes we require minimum 12 month platform/chipset lifecycle		The latest DASH suite on the M75e enables you to remotely manage and update systems while preloaded ThinkVantage® Technologies suite offers system recovery and easy manageability. The M75e was announced in September, 2010 and has a lifecycle through December, 2011
Ethernet LAN	10/100/1000 w/RJ-45 connector		Gigabit ethernet on planar, with RJ-45 connector; Wake on LAN
Operating System	Windows 7 Professional (64-bit)/Windows XP Professional		Windows 7 Professional (64-bit) /Windows XP Professional downgrade
Warranty	3 years parts w/3 years labor – onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.		3-year parts and labor limited onsite; 8 am - 5 pm, Mon - Fri coverage excluding holidays, next business day response time
Other Ports	6 USB 2.0 (2 front, 4 back) 1 headphone/line-out 1 microphone in		Front Ports: Two USB 2.0, microphone (stereo, 3.5mm), headphone (stereo, 3.5mm) Rear Ports: Four USB 2.0, serial (9-pin), keyboard (PS/2), mouse (PS/2), ethernet (RJ-45), monitor (VGA DB-15, DVI-D)
Slots	2 available internal PCI Express (PCIe/PCI-E) x1 to x16 slots		Slot 1: half-length, full-height, PCIe 2.0 x16 (60w max) Slot 2: half-length, full-height, PCIe 2.0 x1 Slot 3: half-length, full-height, PCIe 2.0 x1 Slot 4: half-length, full-height, 32-bit PCI 2.3
Keyboard	USB Standard Keyboard		Lenovo Preferred Pro Full Size Keyboard - US English
Mouse	USB Optical Scroll Mouse		Lenovo Optical Wheel Mouse - USB Primax 400 DPI

Desktop Computing: Technical Engineer/IT User			
Configuration	Technical Engineer/IT User (State's Minimum Requirements)		Vendor's Current Proposed Solution
Security	Kensington-lockable Compatible		One lock to secure both cover and entire system to fixed object - Padlock loop (in rear for opt padlock) - Security slot (in rear for optional Kensington® Microsaver® cable) Other security features: Power-on password Administrator password Hard disk password Boot sequence control Boot without keyboard, mouse Serial port I/O control USB port disablement
Form Factor	Mini-Tower		Mini-Tower form factor is priced
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under <u>Recovery and Disposal/Return Services</u> , during the warranty period.		The Lenovo Hard Disk Drive Retention offering is priced in the minitower configuration; If your hard drive fails and it is still covered under warranty, Hard Disk Drive Retention lets you keep your old drive and hold on to your data.
Certifications & Compliance	Energy Star 5.0 or higher qualified; EPEAT registered Gold; UL listed		EPEAT Gold rating ENERGY STAR 5.0-compliant GREENGUARD certified RoHS-compliant; UL listed

Desktop Computing Upgrade/Add-Ons - see website for complete list of upgrades.

- Processor upgrades
- Memory upgrades
- Hard Drive upgrades
- Removable Storage (such as floppy drives, etc.)
- Other Storage Options (such as memory sticks, USB drives, etc.)
- CD/DVD Drives (such as CD/RW and DVD options)
- Video Cards options
- Audio Cards options
- Speaker options
- Modem options
- Firewire / Serial /Parallel Interface options
- Optional Configurations (such as desktop vs. tower)
- Power Supply options
- Other Options Available

Hardware Warranty / Support

Vendor must provide support services throughout the entire State of Illinois and for all entities covered under the Joint Purchasing Program.

Vendor will provide Hardware Warranty and Support services utilizing third party warranty providers listed below. These designated warranty providers need to be aware of and conform to buyer's warranty requirements. Hardware Warranty and Support services include, but are not limited to, diagnosing and repairing defects and problems related to purchased hardware.

Individual orders shall indicate the level of service requested. A "Warranty Technician" must be original equipment manufacturer (OEM) certified to work on the equipment.

Vendor must track repairs and provide quarterly warranty service reports in MS Excel format detailing by Serial/Asset Tag #, Agency Incident Ticket #, call resolution or parts ordered, dates and time call's opened and resolved/closed.

If buyer experiences significant defects or incidents (greater than 10% of an order or install base) during the warranty period, the buyer has the option to have the Vendor perform an audit of said equipment. Based on the outcome of the audit the buyer and seller will agree to one or more of the following options:

- continued normal warranty repairs

- b. replacing all or a portion of said equipment with like or better equipment; and/or
- c. refunding the original purchase
- d. using an alternate vendor for subsequent orders of said equipment.

Vendor provides the following service options:

1. Lenovo Service can respond to service calls
2. CDS Office Technologies or any other authorized Lenovo service provider can respond to service calls
3. The State can become a Lenovo Self Maintainer and provide its own service

The Lenovo Limited Warranty terms and condition are attached.

Warranty Coverage

Lenovo Product	Standard Warranty
ThinkCentre Desktops	Standard level of service is 3 years parts and labor Limited On-Site Warranty, Next Business Day Response, 8 a.m. – 5 p.m., Monday thru Friday.

The ThinkCentre Desktops have a 3 year parts and labor, Next Business Day warranty. All Systems have an international warranty. Our International Warranty Service offering enables the State of Illinois employees who travel with or relocate any ThinkCentre system to receive warranty service in any country where that product is sold and serviced.

Warranty Service Process

Onsite: Once an end user places a call to the Customer Contact Center, the caller is immediately turned over to Level 2 Support as appropriate. This is where initial problem determination and remote diagnostics begin. If the problem is not resolved at this stage and the product is eligible for on-site service, Level 2 Support will electronically dispatch a service specialist to the site. The Service Specialist will arrive on-site the same day or next day, depending on the maintenance options selected. The specialist will arrive with the right skills and training, the right parts, and an action plan to resolve the problem.

Lenovo Services give you end-to-end solutions that make it easier for the State of Illinois to manage its PC infrastructure and eventually dispose of end of life assets in an environmentally sound and cost-effective way. Services upgrades include, but not limited to:

1. Warranty upgrades (longer warranties; response time upgrades, etc)
2. Priority Support (ultimate level of service and support for our enterprise customers who insist on the highest level of preference and attention to their IT needs)
3. ThinkPad Protection
4. Asset Recovery Services
5. Online Backup
6. Imaging Services
7. Deployment Services

Lenovo has a tool that the State of Illinois can use to track repairs and provide monthly and/or quarterly reports. This tool is called ESC+ and the State already uses it for their laptop and IBM service calls and tracking. The following information can be found when the individual logs in:

Electronic Service Call

Set my preferences

Select target country/region

Place a request

View my requests

[View active requests](#)

[View closed requests](#)

[View all requests](#)

[Search requests](#)

[Machine locations](#)

[Online help](#)

[User administration](#)

[Support](#)

[Sign out](#)

All closed requests can be reviewed.

The information, once pulled up, can be sorted by close date, machine type, status, location, city, contact name, phone number, etc.....by just clicking on the heading

Lenovo continues to have lower than average defects or incidents. Please see the quality and reliability document behind the tab **Supporting Documentation**.

CDS Office Technologies/Lenovo will perform an audit at the State's request if a buyer experiences significant defects or incidents during the warranty period. Based on the audit outcome, one or more of the following options will be agreed upon:

- a) continued normal warranty repairs
- b) replacing all or a portion of said equipment with like or better equipment; and/or
- c) refunding the original purchase
- d) using an alternate vendor for subsequent orders of said equipment.

In terms of technical support, Lenovo maintains Customer Contact Centers throughout the world. Lenovo Customer Contact Center technicians help provide quick diagnosis and repair support for warranty-related matters. Lenovo has the world's most comprehensive service and support capabilities, delivering technical assistance in 17 languages. Lenovo strives to provide uninterrupted 24-7-365 support to our customers.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS: All "Warranty Technicians" must be original equipment manufacturer (OEM) certified to work on the equipment.

2.4.1 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name

Amount to be paid

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____
Address _____	Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY: Hardware delivery must meet the following requirements:

1. Delivery charges must be included in equipment pricing.
2. Computer hardware shall arrive at the delivery location within 20 working days from receipt of order.
3. If computer hardware does not arrive within 20 working days from receipt of order, the buyer has the option to cancel the order and purchase equipment from an alternate vendor(s) charging the original contract holder for the difference in price.
4. Prior to delivery, delivery company or driver must contact buyer to confirm delivery date, time and location to ensure Warehouse/Receiving has staff on hand to receive equipment and that there isn't another delivery scheduled at the same time.
5. Phased delivery schedules for large quantity orders (i.e., greater than 100) shall be negotiated with the buyer. Shipments must be delivered to secure areas designated by the buyer. Note that this area may be distant from the loading dock and/or up several flights of stairs.
6. No delivery after hours, weekends, or State holidays without prior approval.
7. Claims for extra work or materials not specifically noted in the warranty agreement will not be allowed by the State nor shall the contract holder provide any materials or extra work not covered by the agreement without written agreement between the vendor and the buyer agency.

2.7 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Support services will be performed at buyer locations throughout the entire State of Illinois for all entities covered under the Joint Purchasing Program, unless otherwise stated in the Section 2.2. The intent of this statement is specific to Warranty, Support only; not manufacturing.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

2.8 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of manufacturer changes or additions to products under contract.

2.10.2 Vendor shall propose to substitute an equivalent or better product at no additional cost. If during the contract term (including the optional renewal terms) an item or product is discontinued, vendor is responsible for notifying the State of the change and propose an equivalent, equally priced, alternative item or product. The percentage discount proposed for the original item or product shall remain the same for the alternative item or product.

2.10.3 Vendor must report quarterly, the contract spend for each category/configurations for State Agencies and Joint Purchasing entities.

2.10.4 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.10.5 Upon request and on forms provided by Agency, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

Contact for all communications identified above:

Central Management Services
Bureau of Strategic Sourcing
Room 516 Stratton Office Building
401 South Spring St.
Springfield, IL 62704

3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** Vendor shall be compensated by the following method:

☒ item per Individual Purchase

The State has two purchase options: a single payment purchase option and a 36 month payment purchase option. Pricing for each is shown below in the tables. An entity electing the 36 month payment purchase option will enter into a separate payment agreement with the financing partner.

Category 1: Desktop Computing

Unit Pricing	Professional Business (.7 weight)	Technical Engineering / IT Professional (.3 Weight)
Single Payment Purchase Price	\$400.00	\$617.00
36 Month Payment Option - Total Purchase Price	\$428.26	\$660.58
36 month payment option - payment calculation formula (*)		

Percentage Discounts Off Commercially Published Pricing (**)		
Single Payment Purchase Price	ThinkCentre	24%
36 Month Payment Purchase Option	ThinkCentre	24%
Upgrade / Add-Ons (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing – www.lenovo.com/accessories or www.cdsot.co .)		9%

3.2 **TYPE OF PRICING:** Pricing under this contract is

☒ Firm _____
☐ Estimated _____

3.3 **RENEWAL COMPENSATION:** N/A

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **DISCOUNT:** 0 % discount for payment within days of receipt of invoice

3.6 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING:** Vendor shall invoice upon delivery of each order. Invoices shall be sent to the "Bill To" information provided on each individual order.

3.8 **PAYMENT TERMS AND CONDITIONS:**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined

Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
- or
- ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

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Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: CDS Office Technologies
(Vendor/Subcontractor Name)

Name of Authorized Representative:

Ronald S. Clark

Title of Authorized Representative:

Vice President – Government Sales

Signature of Authorized Representative:

Ronald S. Clark

Date:

2-10-11

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- ☐ Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☐ Other (describe)

7.2 Vendor Supplemental Provisions

- ☒ Lenovo Limited Warranty terms and conditions
-

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12155

CDS Office Systems, Inc.

612 South Dirksen Parkway

Springfield IL 62703

Information for this business last updated on:

Tuesday, February 08, 2011

Certificate produced on Tuesday, February 08, 2011 at 10:47 AM



lenovo Limited Warranty

This Lenovo Limited Warranty applies only to Lenovo hardware products you purchased for your own use and not for resale. This warranty may sometimes be referred to as the "Statement of Limited Warranty" (SOLW) in other documents from Lenovo.

What this Warranty Covers

Lenovo warrants that each hardware product is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase specified on your invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are designated below under the section titled "Warranty Information."

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or an approved service provider. Each of them is referred to as a "Service Provider." A list of Service Providers and their telephone numbers is available at www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for location-specific information.

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the problem determination and resolution procedures specified.

Your Service Provider will attempt to diagnose and resolve your problem over the telephone or through remote assistance. Your Service Provider may direct you to download and install designated software updates.

Some problems can be resolved with a replacement part that you install yourself (such as keyboard, mouse, speaker, memory, hard disk drive, or port replicator), called a "Customer Replaceable Unit" or "CRU." If so, your Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone or remotely, through your application of software updates, or with a CRU, your Service Provider will arrange for service under the type of warranty service designated for the product under the section titled "Warranty Information."

If your Service Provider determines that it is unable to repair your product, your Service Provider will replace it with one that is at least functionally equivalent.

If your Service Provider determines that it is unable to either repair or replace your product, your sole remedy is to return the product to your place of purchase or to Lenovo and your purchase price will be refunded.

Exchange of a Product or Part

When the warranty service involves the exchange of a product or part, the item your Service Provider replaces becomes Lenovo's property and the replacement becomes yours. All removed items must be genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty status of the replaced item.

Before your Service Provider exchanges a product or part, you agree to:

1. remove all features, parts, options, alterations, and attachments not under warranty service;
2. ensure that the product is free of any legal obligations or restrictions that prevent its exchange; and
3. obtain authorization from the owner to have your Service Provider service a product that you do not own.

Your Additional Responsibilities

Where applicable, before service is provided, you agree to:

1. follow the service request procedures that your Service Provider specifies;
2. backup or secure all programs and data contained in the product;
3. provide your Service Provider with all system keys or passwords and sufficient, free, and safe access to your facilities to permit the terms of this warranty to be fulfilled; and
4. ensure that all information about identified or identifiable individuals ("Personal Data") is deleted from the product or that, with respect to any remaining Personal Data you did not delete, you are in compliance with all applicable laws.

Use of Personal Information

If you obtain service under this warranty, Lenovo will store, use and process information about your warranty issue and your contact information, including name, phone numbers, address, and e-mail address. Lenovo will use this information to perform service under this warranty and to improve our business relationship with you, such as to conduct internal reviews of the efficiency of the warranty service we provide to you. We may contact you to inquire about your satisfaction regarding our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may transfer your information to any country where we do business and may provide it to entities acting on our behalf. We also may disclose it where required by law or legal authorities to do so.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product;
- loss of, or damage to, your data;
- any software programs, whether provided with the product or installed subsequently;
- failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by you;
- any third party products, including those that Lenovo may procure and provide with or integrate into the Lenovo product at your request; and
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

This warranty is voided by removal or alteration of identification labels on the product or its parts.

Limitation of Liability

Lenovo is responsible for loss of, or damage to, your product only while it is 1) in your Service Provider's possession or 2) in transit in those cases in which the Service Provider is responsible for the transportation.

Neither Lenovo nor your Service Provider is responsible for any of your data including confidential, proprietary, or personal data contained in a product. You should remove and/or backup all such information from the product prior to its service or return.

Circumstances may arise where, because of a default on Lenovo's part or other liability, you may be entitled to recover damages from Lenovo. In each such instance, regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except and to the extent that liability cannot be waived or limited by applicable laws, Lenovo is liable for no more than the amount of actual direct damages suffered by you, up to the amount you paid for the product. This limit does not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Lenovo is required by law to be liable.

This limit also applies to Lenovo's suppliers, resellers, and your Service Provider. It is the maximum for which Lenovo, its suppliers, resellers, and your Service Provider are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Dispute Resolution

If you acquired the product in Cambodia, Indonesia, Philippines, Vietnam or Sri Lanka, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore and this warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in India, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings shall be conducted, including all documents presented in such proceedings, in the English language, and the English language version of this warranty prevails over any other language version in such proceedings.

Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. YOU ALSO MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW OR WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

European Economic Area (EEA)

Customers in the EEA may contact Lenovo at the following address: Lenovo Warranty & Service Quality Dept., PO Box 19547, Inverkip Road, Greenock, Scotland PA16 9WX. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

Warranty Information

Product or Machine Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

If required, your Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

A warranty period of 3 years on parts and 1 year on labor means that Lenovo provides warranty service without charge for:

- a. parts and labor during the first year of the warranty period (or a longer period as required by law); and
- b. parts only, on an exchange basis, in the second and third years of the warranty period. Your Service Provider will charge you for any labor provided in performance of the repair or replacements(s) in the second and third year of warranty period.

Types of Warranty Service

1. Customer Replaceable Unit ("CRU") Service

Under CRU Service, your Service Provider will ship CRUs to you for you to install. Most CRUs are easy to install whereas others may require some technical skill and tools. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. You may request that a Service Provider install some CRUs under one of the other types of warranty service designated for your product. Installation of external CRUs (such as mice, keyboards, or monitors) is your responsibility. Lenovo specifies in the materials shipped with a replacement CRU whether the defective CRU must be returned. When return is required, 1) return instructions, a prepaid return shipping label, and a container are included with the replacement CRU, and 2) you may be charged for the replacement CRU if your Service Provider does not receive the defective CRU within thirty (30) days of your receipt of the replacement.

2. On-site Service

Under On-Site Service, your Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the Lenovo product. For some products, certain repairs may require your Service Provider to send the product to a designated service center.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping arranged by your Service Provider. You are responsible for disconnecting the product. A shipping container will be provided to you for you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the product to you.

4. Customer Carry-In or Mail-In Service

Under Customer Carry-In or Mail-In Service, your product will be repaired or exchanged at a designated service center, with delivery or shipping arranged by you. You are responsible to deliver or mail, as your Service Provider specifies, (prepaid unless specified otherwise) the product suitably packaged to a designated location. After the product has been repaired or exchanged, it will be made available for your collection. Failure to collect the product may result in your Service Provider disposing of the product as it sees fit. For Mail-In Service, the product will be returned to you at Lenovo's expense, unless your Service Provider specifies otherwise.

CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts, additional terms, and understandings between the Parties concerning the subject matter of the contract, including any terms and conditions included with the State's Basic Ordering Agreement, or similar forms.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions, set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Vendor Name) Hewlett-Packard Company
 Signature Kirk R. Klaas
 Printed Name Kirk R. Klaas
 Title Contracts Negotiator Date April 4, 2011
 Address 3000 Hanover Street
Palo Alto, CA 94304-1112
 Phone (425) 495-5997 Fax (425) 297-4674
 E-mail kirk.klaas@hp.com

STATE OF ILLINOIS

(Agency Name) Central Management Services
 Official Signature [Signature]
 Printed Name James P. Sledge
 Title Director Date 4-8-11
 Designee Signature [Signature]
 Printed Name David P. E. Bridge
 Title Deputy Director - BOSS
801 Stratton
 Address 401 S. Spring St.
Springfield, IL 62706
 Phone 217-558-3363 Fax _____
 E-mail David.E.Bridge@illinois.gov

CHIEF PROCUREMENT OFFICER

Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Address _____

Designee Signature [Signature]
 Printed Name Philip C. Kaufmann
 Title SPO Date 4/8/11

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 11-56094 Contract # CMS156094B
 Project Title Statewide Desktop Master Contract
 Procurement Method (IFB, RFP, Small, etc): IFB Award Code: A
 IPB Publication Date: 10/21/2010 IPB Ref. # 22020171
 Subcontractor Utilization? Yes ☐ No ☒ Subcontractor Disclosure? Yes ☐ No ☒

Funding Source _____	Obligation # _____
CMS Program Compliance _____	
Fiscal Compliance _____	
Legal Compliance _____	
Executive Compliance _____	

1. **TERM AND TERMINATION**

1.1 **TERM OF THIS CONTRACT:** This Contract shall commence upon the last dated signature of the Parties for a term of 60 months.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 **RENEWAL:** This Contract may not be renewed.

1.3 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, upon thirty (30) days written notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

Either party may terminate this contract, in whole or in part, if either party fails to perform to the other party's satisfaction any material requirement of this contract or is in violation of a material provision of this contract. The non-breaching party shall provide written notice to cure the problem identified within a reasonable period of time specified in such written notice. If not cured by that date, the non-breaching party may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract. Notwithstanding the foregoing, the State's payment obligations and the associated notice periods will be governed by Section A.5a of the Vendor Supplemental Terms and Conditions. For termination due to any of the causes contained in this Section, the parties retain their rights to seek any available legal or equitable remedies and damages.

1.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: The Department of Central Management Services (CMS) is seeking to execute an indefinite quantity, multi-year, statewide master contract for mobile computers, thin client terminals, displays, upgrades, hard drive recovery and warranty services.

CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize contract(s) resulting from this procurement. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525]. For more information on this program, visit the CMS website: <http://www.cms.il.gov/cms/1servicesq/intpurch.htm>.

By executing a statewide master contract, the State hopes to gain more favorable pricing for the products specified in Section 2. 2. The State will consider both direct purchase and a 36 Month Payment Option for acquiring this equipment.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

Vendor to provide the equipment listed below. The same Original Equipment Manufacturer (OEM) must be utilized for all configurations within a category. Optional components may be from other OEMs but must carry the same warranty requirements as the configurations. Configurations may change, expand or contract over the term of the contract as a result of technology developments and vendor offerings. To the extent products change over time, Vendor must provide an equivalent or better substitution at no additional cost.

1. Mobile Computing
 - a. Laptop
 - i. Executive
 - ii. Professional
 - b. Tablet
 - c. Professional Netbook
2. Ruggedized Mobile Computing
 - a. Ruggedized Laptop
 - b. Ruggedized Tablet
3. Thin Client Computing
 - a. Linux-based
 - b. Windows-based
4. Displays
 - a. Configuration 1 - 19" LCD
 - b. Configuration 2 - 21"-22" LCD
 - c. Configuration 3 - 24" LCD
 - d. Configuration 4 - 30" LCD

Optional components such as memory, optical drive, and hard drive upgrades, docking stations, etc. are also included.

The State of Illinois intends to create/promote standard configurations for each of the categories (all with options to upgrade) as well as warranty and related support services.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. As part of its support obligations under these terms, vendor may repair or replace hardware products with new or previously used products or parts equivalent to new in performance and reliability in performance of its support obligations under these terms. If a warranty item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute with new or previously used products equivalent to new or a better product at no additional cost, subject to approval by CMS Bureau of Strategic Sourcing (BOSS). See Contract Section 2.10 for further details.

The State recognizes that the manufacturer may make product changes and add new products or product upgrades at any time during the contract term (including optional renewals). Vendor is responsible for notifying CMS Bureau of Strategic Sourcing (BOSS) of changes or additions to products under contract. See Contract Section 2.10 for further details. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

Orders and Billings Requirements

Vendor will maintain their website (<http://www.hp.com/buy/ill/>) and provide technical specifications of products, product pictures, part numbers, details specific product components and upgrade options, and any other pertinent information, as well as contract pricing for use by State Agencies and Joint Purchasing entities.

Orders against this contract will be made by the State using a State approved form (e. g. Basic Ordering Agreement, "BOA") or via an online ordering system when the need arises. Other institutions entitled to use the resulting contract will utilize their own individual purchase order. Orders written through and including the first day of the resulting contract shall be honored. Each individual order will have its own shipping to/bill to information. All orders must comply with and are subject to the provisions of sections A.3 of the Vendor Supplemental Terms and Conditions.

Vendor must provide an electronic, on-line ordering system with the ability to accept web, email, and XML-based orders.

Vendor must be able to accept orders via mail, fax, and email purchased orders. Vendor must provide a billing system with the following capabilities:

- Groups orders/billing; reducing the number of invoices and payees
- Supports multiple agency billing names, addresses, and accounts
- Provides online review of outstanding invoices;
- Supports multiple bill sorting options
- Provides on-line tracking and reporting of order status.

1 - Mobile Computing, Minimum Requirements

There are four configurations for this category: Executive laptop, Professional laptop, tablet, and netbook computer. The following outlines the minimum requirements for the mobile computing devices by configuration along with Vendor's current solution to meet these requirements.

Category 1 - Mobile Computing (Laptops): Executive		
Configuration	Executive (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device is ultra-portable but with the processing capacity of a regular notebook computer; and with long battery life. For the executive with a need for speed.	HP EliteBook 2540p
Processor	INTEL CORE 2 DUO, INTEL CORE i5 or INTEL CORE i3 or AMD Phenom Dual-Core or Turion Dual core	Intel Core i5-520M (2.4 GHz, 3 MB L3 cache) Up to 2.93 GHz with Intel Turbo Boost Technology
Speed	2. 2 GHz (INTEL) or 2. 3 Ghz (AMD)	2.4GHz
Memory	2GB (2 SODIMM slots) DDR3 Upgradeable to 4GB (minimum)	Up to 8GB
Hard Disk	160 GB 5400 rpm SATA (with active hard drive protection)	250GB 7200rpm SATA with HP 3D DriveGuard protection
CD/DVD Drive	External USB 8X DVD+/-RW; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.	HP Mobile USB DVDRW Drive Roxio Creator licensing is included.
Manageability	For standard imaging purposes we require minimum 12 month platform/chipset lifecycle	
Graphics	Integrated 128MB	Yes - Intel® HD Graphics
Display	12. 1" to 14. 1 WXGA	12.1" WXGA LED-backlit anti-glare (1280 x 800)
Ethernet	integrated 10/100/1000 w/RJ45	Integrated Intel Gigabit Ethernet (10/100/1000 NIC)
Wireless	Integrated 802. 11 b/g/n	Broadcom 4322AGN 802.11a/b/g/n Wi-Fi Adapter
Carry Case	Deluxe/lightweight (must be size and weight appropriate for proposed device)	HP Basic Carrying Case
Weight	less than 4 lbs	Starting at 3.38 lbs
Operating System	Windows 7 Professional (64-bit)/Windows XP Professional	Windows 7 Professional 64-bit (Genuine Windows® XP Professional available through downgrade rights from Windows 7 Professional)
Other Ports or Options	3 USB 2. 0 1 docking connector 1 headphone/line-out 1 microphone in Integrated Speakers 1 AC power 1 external VGA monitor	
Slots	1 Express Card slot	ExpressCard/34

Category 1 - Mobile Computing (Laptops): Executive

Configuration	Executive (State's Minimum Requirements)	Vendor's Current Proposed Solution
Input	Full-sized keyboard	
	Touchpad with scroll/buttons	
Security	TPM chip standard; Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2. 2 Supplies and/or Services Required under Recovery and Disposal/Return Services, during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	HP's pick up and return service provides 3-business day turn-around-time that is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the State of Illinois. Turn-around-time does not include the time required to return ship the repaired product to the State of Illinois.
Battery	4 or 6-cell w/ minimum 3 hour battery life	6-cell Primary Battery – up to 7 hours 30 minutes
Certifications & Compliance	Energy Star 5. 0 or higher qualified; EPEAT registered Silver or Gold; UL listed	EPEAT Gold

Category 1 - Mobile Computing (Laptops): Professional

Configuration	Professional (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	With an optional docking station, this device can suffice as a desktop replacement for customers needing to take work home. The processing capacity will allow multi-tasking necessary for demanding business needs. Identify the make, model and options proposed for this configuration in the Vendor Narrative.	HP ProBook 6555b
Processor	INTEL CORE 2 DUO, INTEL CORE i5 or INTEL CORE i3 or AMD Phenom Dual-Core or Turion Dual-Core	AMD Turion II Dual-Core Mobile P520 (2.3 GHz, 25W, 2 MB L2 cache)
Speed	2. 2 GHz (INTEL) or 2. 3 Ghz (AMD)	2.3GHz
Memory	2GB (2 SODIMM slots) DDR3 Upgradeable to 4GB (minimum)	Up to 8GB
Hard Disk	160 GB 5400 rpm SATA (with active hard drive protection)	160GB 7200rpm SATA with HP 3D DriveGuard protection
CD/DVD Drive	Internal CD-RW/DVD-RW; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.	DVD±RW SuperMulti DL LightScribe Drive Roxio Creator licensing is included.
Manageability	For standard imaging purposes we require minimum 12 month platform/chipset lifecycle	
Graphics	Integrated	ATI Mobility Radeon HD 4250
Display	15. 1" to 16. 5 WXGA	15.6" HD LED-backlit anti-glare (1366 x 768)
Ethernet	Integrated 10/100/1000 w/RJ45	Integrated Marvell Gigabit Ethernet PCI Controller (10/100/1000 NIC)
Wireless	Integrated 802. 11 b/g/n	Broadcom 4313GN 802.11b/g/n WiFi Adapter
Carry Case	Standard (must be size and weight appropriate for proposed device)	HP Basic Carrying Case

Weight	less than 7 lbs	Starting at 5.81 lbs
Operating System	Windows 7 Professional (64-bit)/Windows XP Professional	Windows 7 Professional 64-bit (Genuine Windows XP Professional available through downgrade rights from Windows 7 Professional)
Other Ports/Options	3 USB 2.0 1 docking connector 1 headphone/line-out 1 microphone in Integrated Speakers 1 AC power 1 external VGA monitor	Three USB 2.0 and one eSATA/USB 2.0 combo port, Stereo Microphone, VGA and DisplayPort
Slots	1 Express Card slot	ExpressCard/54
Input	Full-sized keyboard	
	Touchpad with scroll/buttons	
Security	TPM chip standard; Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under Recovery and Disposal/Return Services, during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	HP's pick up and return service provides 3-business day turn-around-time that is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the State of Illinois. Turn-around-time does not include the time required to return ship the repaired product to the State of Illinois.
Battery	6-cell w/ minimum 3 hour battery life	6-cell Primary Battery – up to 4 hours 30 minutes
Certifications & Compliance	Energy Star 4.0 or higher qualified; EPEAT registered Silver or Gold; UL listed	EPEAT Gold

Category 1 - Mobile Computing: Tablet		
Configuration	Tablet (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	An ultra-portable device with touch screen as well as digitized stylus input for hand-written notes for customers requiring application input and note-taking while on-the-fly and at remote work venues. Especially good for staff doing site inspections and performing remote case intake.	HP EliteBook 2740p
Processor	INTEL CORE 2 DUO, INTEL CORE i5 or INTEL CORE i3 or AMD Phenom Dual-Core or Turion Dual-Core	intel Core i5-520M (2.4 GHz, 3 MB L3 cache) Up to 2.93 GHz with Intel Turbo Boost Technology
Speed	1.6 GHz (INTEL) or 1.8 GHz (AMD)	2.4GHz
Memory	2GB (2 SODIMM slots) DDR3 Upgradeable to 4GB (minimum)	Up to 8GB
Hard Disk	160 GB 5400 rpm SATA (with active hard drive protection)	160 GB 5400 rpm 1.8-inch SMART SATA II with HP 3D DriveGuard protection
CD/DVD Drive	External USB 8X DVD+/-RW; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.	Yes - HP External USB CD/DVD R/RW Drive Roxio Creator licensing is included.
Graphics	Integrated	Yes - Intel HD Graphics
Manageability	For standard imaging purposes we require minimum 12 month platform/chipset lifecycle	

Category 1 - Mobile Computing: Tablet

Configuration	Tablet (State's Minimum Requirements)	Vendor's Current Proposed Solution
Display	12.0"-14.0" XGA	12.1" WXGA
Ethernet	10/100/1000 w/RJ45	
Wireless	802.11 b/g/n	Broadcom 4322AGN 802.11a/b/g/n Wi-Fi Adapter
Carry Case	Standard (must be size and weight appropriate for proposed device)	HP Basic Carrying Case
Weight	less than 5 lbs	Starting from 3.80 lb
Operating System	Windows 7 Professional/Windows XP Professional	Windows 7 Professional (Genuine Windows XP Tablet Edition available through downgrade rights from Windows 7 Professional)
Other Ports	3 USB 2.0 1 docking connector 1 headphone/line-out 1 microphone in 1 AC power 1 external VGA monitor	Combo Headphone /Mic Jack
Slots	1 Express Card slot	ExpressCard/34
Input	Keyboard; Touchpad with scroll/buttons; Digitizer pen; Rotatable dual swivel screen (tablet mode)	
Security	TPM chip standard; Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under Recovery and Disposal/Return Services, during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	HP's pick up and return service provides 3-business day turn-around-time that is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the State of Illinois. Turn-around-time does not include the time required to return ship the repaired product to the State of Illinois.
Battery	6-cell Lithium-Ion w/ minimum 3 hour battery life	6-cell Primary Battery – Up to 5 hours
Certifications & Compliance	Energy Star 4.0 or higher qualified; EPEAT registered Silver or GOLD; UL listed	EPEAT Silver

Category 1 - Mobile Computing: Netbook

Configuration	Netbook (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device is for the executive on the go with a requirement to browse the Internet or connect remotely to office computer. The customer can expect limited capability for multi-tasking or executing process intensive applications.	HP Mini 5103
Processor	Intel Atom N270 or AMD Athlon or Turion Dual core	Intel Atom N455 (1.66 GHz, 512 KB L2 cache, 667 MHz FSB)
Speed	1.6 GHz	1.66GHz
Memory	1GB (1 SODIMM slots) Upgradeable to 2GB (minimum)	Up to 2GB

Category 1 - Mobile Computing: Netbook

Configuration	Netbook (State's Minimum Requirements)	Vendor's Current Proposed Solution
Hard Disk	120 GB 5400 rpm	160GB 7200rpm SATA
CD/DVD Drive	External USB 8X DVD+/-RW; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.	HP Mobile USB DVDRW Drive Roxio Creator licensing is included.
Graphics	Integrated	Intel Graphics Media Accelerator 3150
Manageability	For standard imaging purposes we require minimum 6 month platform/chipset lifecycle	
Display	10.1 - 12.1 inch	10.1" LED-backlit HD 16:9 widescreen display with 1366 x 768 resolution
Ethernet	10/100 w/RJ45	Integrated Marvell Ethernet (10/100/1000 NIC)
Wireless	802.11 b/g/n	Broadcom 4313GN 802.11b/g/n Wi-Fi Adapter
Mobile Broadband	Integrated Verizon Wireless and ATT Mobile Broadband (3G)	un2420 EV-DO/HSPA Mobile Broadband Module
Carry Case	zippered sleeve	HP Professional Series 10.1 Notebook Sleeve
Weight	less than 4 lbs	Starting at 2.64 lbs
Operating System	Windows 7 Professional /Windows XP Professional	Windows 7 Professional 32-bit (XP drivers available at www.hp.com)
Other Ports	3 USB 2.0 1 headphone/line-out 1 microphone in 1 AC power	
Slots	None required	
Input	Keyboard	
Security	Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under <u>Recovery and Disposal/Return Services</u> , during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.

Category 1 - Mobile Computing: Netbook		
Configuration	Netbook (State's Minimum Requirements)	Vendor's Current Proposed Solution
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	
Battery	4 or 6-cell Lithium-Ion w/ minimum 3 hour battery life	6-cell Primary Battery – Up to 10 hours 15 minutes
Certifications & Compliance	Energy Star 4.0 qualified; EPEAT registered Gold or Silver; UL listed	EPEAT Silver

Category 1 - Mobile Computing Upgrade/Add-Ons – see website for complete list of upgrades

- LCD upgrades
- Processor upgrades
- Memory upgrades
- Hard Drive upgrades
- Modular Bay Device upgrade
- Other Storage Options (such as memory sticks, USB drives, etc.)
- 3rd party tracking software solution
- CD/DVD Drives upgrades
- Integrated Verizon and ATT Mobile Broadband
- Mobile Device Recovery service
- Video Card upgrades
- Audio Card upgrades
- Speaker upgrades
- Modem options
- Network Interface options
- Battery upgrades (longer life batteries)
- Docking solutions and Port replicators
- Removable Storage options/upgrades
- Carry Case upgrade options
- Other Options Available

Category 2- Ruggedized Mobile Computing, Minimum Requirements

There are two configurations for this category: Ruggedized Laptop and Ruggedized Tablet. The following outlines the minimum requirements for the ruggedized mobile computing devices by configuration along with the Vendor's current proposed solution.

Category 2 – Ruggedized Mobile Computing		
Configuration	Ruggedized Laptop (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device is ruggedized portable laptop but with the processing capacity of a regular notebook computer; and with long battery life. For the users that operate adverse environmental conditions.	Getac S400 - MIL-STD 810G - Vibration, temperature, and shock compliant, Low Temp -15C, Mechanical Backlit Keyboard, Webcam
Processor	INTEL CORE 2 DUO or INTEL CORE i5 or INTEL CORE i3 or AMD Athlon Dual-Core or Phenom Dual Core	Intel® Core™ i3-350M
Speed	2.2 GHz (INTEL) or 2.3 Ghz (AMD)	2.26GHz Processor 3MB L3 Intel® Smart Cache
Memory	2GB DDR2 installed Upgradeable to 4GB (minimum)	2GB DDR3 800/1066 MHz expandable to 8GB*
Hard Disk	160 GB 5400 rpm SATA (with Active hard	SATA 320GB HDD

	drive protection)	
CD/DVD Drive	internal CD-RW/DVD-RW; fully Licensed software solution for read/write/play of optical media with no internal distribution limitations (installation of the solution can be done through a computer image, network shares, USB drives or any other technical/automated means). Cost of fully licensed software MUST be included in price of configuration.	Super multi DVD
Manageability	For standard imaging purposes we require minimum 12 month platform/chipset lifecycle	
Graphics	Integrated	
Display	13" to 15.5 XGA	14" WXGA (1366 x 768)
Ethernet	10/100/1000 w/ RJ-45	
Wireless	Integrated 802.11 b/g/n; optional Integrated Verizon Wireless and ATT Mobile Broadband (3G)	
Weight	less than 9 lbs	6.39 lbs (2.9 kg)
Operating System	Windows 7 Professional /Windows XP Professional	
Ports	3 USB 2.0 1 docking connector 1 headphone/line-out 1 microphone in 1 AC power 1 external VGA monitor	USB 2.0 x 3 USB 2.0/eSATA Combo x 1 Docking port x 1 Serial port(RS-232) x1 External VGA x 1 Audio output x 1 Microphone x 1
Slots	1 Express Card slot; 1 PC Card Type II/1	
Input	Touchpad with scroll/buttons; backlight keyboard or integrated overhead keyboard light	
Security	TPM chip standard; Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under Recovery and Disposal/Return Services, during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	3 years parts w/3 years labor - off-site/depot support. Getac provides warranty service 8:00 AM-5:00 PM Pacific Time, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot. The 3-business day turn-around-time is measured from the time the product is received at Getac Repair Center in Irvine California until the repaired product is ready to be shipped to the State. Turn-around-time does not include the time required to return ship the repaired product to the State. Getac Repair is located at 43 Tesla Irvine CA 92618. Getac will be solely responsible for performance under the Getac warranty, including all warranty repair service for the Getac product.
Battery	6-cell Lithium-Ion w/ min. 3 hour battery life	9 Cell - 7800 mah Lithium Ion Battery with 6-8 hour battery &

		low temp (-15°C)
Certifications & Compliance	Energy Star 4.0 or higher qualified; EPEAT registered Gold, Silver, or Bronze; UL listed; MIL-STD-810F or MIL-STD-810G certified	

Category 2 – Ruggedized Mobile Computing		
Configuration	Ruggedized Tablet (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	A ruggedized ultra-portable device with touch screen as well as digitized stylus input for hand-written notes for customers requiring application input and note-taking while on-the-fly and at remote work venues. Especially good for staff doing site inspections and performing remote case intake. For the users that operate in adverse environmental conditions.	Getac V100 Fully Rugged + 9 foot drop rated MIL-STD 810G IP65 compliance
Processor	INTEL CORE 2 DUO, INTEL CORE i5 or INTEL CORE i3 or AMD Athlon Dual-Core or Phenom Dual Core	Intel® Core™ i7-
Speed	1.2 GHz (INTEL) or 1.4 Ghz (AMD)	Turbo Boost up to 2.26GHz
Memory	2GB DDR2 installed Upgradeable to 4GB (minimum)	2GB DDR3 expandable to 8GB**
Hard Disk	160 GB 5400 rpm SATA (Active hard drive protection)	SATA 320GB HDD
CD/DVD Drive	optional External USB 8X DVD+/-RW	
Manageability	For standard imaging purposes we require minimum 12 month platform/chipset lifecycle.	
Graphics	Integrated	
Display	10.4" to 12.1" XGA	10.4" XGA (1024 x 768) TFT 1200 NIT sunlight readable LED display with glove-friendly multi-touch technology
Ethernet	10/100/1000 w/ RJ-45	
Wireless	Integrated 802.11 b/g/n; optional Integrated Verizon and ATT Wireless Mobile Broadband (3G)	802.11N Wireless, Bluetooth, 3G Gobi 2000,
Weight	less than 8 lbs	5.0 Depending on configuration.
Operating System	Windows 7 Professional/Windows XP Professional	
Ports	3 USB 2.0 1 docking connector 1 headphone/line-out 1 microphone in 1 AC power 1 external VGA monitor	USB 2.0 x 2 USB 2.0/eSATA Combo x 1 Docking port x 1 Serial (RS-232) x 1 External VGA x 1 Audio output x 1 Microphone x 1
Slots	1 Express Card slot; 1 PC Card Type II x 1	
Input	Touchpad with scroll/buttons; backlight keyboard or integrated overhead keyboard light	PCMCIA Type II+Express Card
Security	TPM chip standard; Kensington lockable Compatible	
Recovery and Disposal / Return	Failed hard drive recovery and secure disposal or return services, as defined in 2.2 Supplies and/or Services Required under Recovery and Disposal/Return Services, during the warranty period.	HP hard disk drive wipe methodologies meet NIST guidelines for clearing and purging. Data overwriting meets the requirements for clearing data, regardless of the number of overwrites performed. The standard overwriting process employs a single pass or a triple pass wipe methodology. When clients are not comfortable with a three pass

Category 2 – Ruggedized Mobile Computing		
Configuration	Ruggedized Tablet (State's Minimum Requirements)	Vendor's Current Proposed Solution
		methodology and seek greater number of overwrites, our recommendation is to perform a physical destruction of the media achieved by shredding and/or grinding the products as a component of the recycling process. HP's recycling processes are EPEAT certified and we will be supporting / participating in R2 Assessments to maintain certification.
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot.	5 years parts w/ 5 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM Pacific Time, Monday – Friday. Response and return of repaired equipment is required within three (3) business days of the receipt of equipment at off-site/depot. The 3-business day turn-around-time is measured from the time the product is received at Getac Repair Center in Irvine California until the repaired product is ready to be shipped to the State. Turn-around-time does not include the time required to return ship the repaired product to the State. Getac Repair is located at 43 Tesla Irvine CA 92618. Getac will be solely responsible for performance under the Getac warranty, including all warranty repair service for the Getac product.
Battery	6-cell Lithium-Ion w/ min. 3 hour battery life	9 Cell Battery
Certifications & Compliance	Energy Star 4.0 or higher qualified; EPEAT registered Gold, Silver, or Bronze; UL listed; MIL-STD-810F or MIL-SRD-810G certified	

Category 2 Ruggedized Mobile Upgrade/Add-Ons– see website for complete list of upgrades

- LCD upgrades
- Processor upgrades
- Memory upgrades
- Hard Drive upgrades
- Modular Bay Device upgrade
- Other Storage Options (such as memory sticks, USB drives, etc.)
- 3rd party tracking software solution
- CD/DVD Drives upgrades
- Integrated Mobile Broadband
- Video Card upgrades
- Audio Card upgrades
- Speaker upgrades
- Modem options
- Network Interface options
- Battery upgrades (longer life batteries)
- Docking solutions and Port replicators
- Removable Storage options/upgrades
- Carry Case options
- Other Options Available

Category 3 - Thin Client Computing, Minimum requirements

There are two configurations for this category: Linux Based and Windows Based. The following outlines the minimum requirements for the thin client computing devices by configuration along with the Vendor's current proposed solution.

Category 3 – Thin Client Computing		
Configuration	Linux Based (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device is a desktop thin client device with Linux OS.	HP t5745 Thin Client

Category 3 – Thin Client Computing		
Configuration	Linux Based (State's Minimum Requirements)	Vendor's Current Proposed Solution
Processor	VIA Eden, Intel Atom, or AMD Sempron	Intel Atom N280
Speed	1.0Ghz or higher	1.66 GHz
Memory	1GB SDRAM Minimum	1 GB DDR3 SODIMM
Flash Memory	512 MB Flash RAM Minimum	1GB Flash
Expansion slot	None required	
Graphics	Integrated VGA and DVI If DisplayPort is used to meet this requirement then the Vendor MUST include a DisplayPort to DVI convertor cable/dongle in the proposal and price in this configuration.	Integrated VGA and DisplayPort. DVI is achieved with a DisplayPort to DVI Adapter.
Ethernet	10/100/1000 w/ RJ-45	10/100/1000 Gigabit Ethernet (RJ-45) IPV6 Capable
Operating System	Linux -based OS	HP ThinPro
Protocols	Citrix ICA/Metaframe and Microsoft RDP/Windows	ICA and RDP support for accessing Windows and Citrix resources
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within five (5) business days of the receipt of equipment at off-site/depot.	
Ports	4 USB 2.0 (2 front, 2 back) 1 headphone/line-out 1 microphone in 1 serial 1 parallel 2 PS/2	8 USB 2.0 (2 front, 4 back, 2 Secured USB Connectors)
Keyboard	USB or PS2 Standard Keyboard	
Mouse	USB or PS2 Optical Scroll Mouse	
Security	Kensington-lockable Compatible	
Form Factor	Small Form Factor w/ optional VESA Mounts	
Management Software	Management Software license for automated thin client configuration, OS, and Firmware updates. Software must be capable of managing 10,000+ remote devices. In configuration assume license qty of (1) in pricing.	HP Device Manager or HP Client Automation
Certifications & Compliance	Energy Star 4.0 Certified; UL listed; EPEAT registered Bronze, Silver, or Gold.	

Category 3– Thin Client Computing		
Configuration	Windows Based (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device is a desktop thin client device with Windows XP/7 embedded standard.	HP t5740 Thin Client
Processor	VIA Eden, Intel Atom, or AMD Sempron	Intel Atom N280 (1.66 GHz)
Speed	1.5Ghz or higher	1.66GHz
Memory	1 GB SDRAM Minimum	2GB DDR3 SODIMM
Flash Memory	2 GB Flash RAM Minimum	2GB
Expansion slot	1 PCI Expansion Module (optional)	
Graphics	Integrated VGA and DVI If DisplayPort is used to meet this requirement then the Vendor MUST include a DisplayPort to DVI convertor cable/dongle	Integrated VGA and DisplayPort. DVI is achieved with a DisplayPort to DVI Adapter.

Category 3– Thin Client Computing		
Configuration	Windows Based (State's Minimum Requirements)	Vendor's Current Proposed Solution
	in the proposal and price in this configuration.	
Ethernet	10/100/1000 w/ RJ-45	10/100/1000 Gigabit Ethernet (RJ-45)
Operating System	Windows Embedded	Microsoft Windows Embedded Standard 2009
Protocols	Citrix ICA/Metaframe and Microsoft RDP/Windows	Citrix ICA 11.0 (XenApp Plugin for Hosted Apps 11.0) and Microsoft RDP 6.1
Warranty	3 years parts w/3 years labor - off-site/depot support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and return of repaired equipment is required within five (5) business days of the receipt of equipment at off-site/depot.	
Ports	4 USB 2.0 (2 front, 2 back) 1 headphone/line-out 1 microphone in 1 serial 2 PS/2	8 USB 2.0 (2 front, 4 back, 2 Secured USB Connectors)
Keyboard	USB or PS2 Standard Keyboard	
Mouse	USB or PS2 Optical Scroll Mouse	
Security	Kensington-lockable Compatible	
Form Factor	Small Form Factor w/ optional VESA mounts	
Management Software	Management Software license for automated thin client configuration, OS, and Firmware updates. Software must be capable of managing 10,000+ remote devices. In configuration assume license qty of (1) in pricing.	HP Device Manager or HP Client Automation
Certifications & Compliance	Energy Star 4.0 Certified; UL listed; EPEAT registered Bronze, Silver, or Gold.	

Category 3 - Thin Client Computer Upgrade/Add-Ons – see website for complete list of upgrades

- Processor upgrades
- O/S options
- Memory upgrades
- Hard Drive upgrades
- Removable Storage (such as floppy drives, etc.)
- Other Storage Options (such as memory sticks, USB drives, etc.)
- CD/DVD Drives (such as CD/RW and DVD options)
- Video Cards options
- Audio Cards options
- Speaker options
- Firewire / Serial /Parallel Interface options
- Power Supply options
- VESA Mounts
- Other Options Available

Category 4 – Displays, Minimum requirements

There are four configurations for this category: 19", 21"-22", 24", and 30". The following outlines the minimum requirements for the displays by configuration along with the Vendor's current proposed solution.

Category 4 - Displays		
Configuration	Configuration 1 – 19"(State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	Standard business needs with wide screen	HP LE1901wm

Category 4 - Displays

	viewing.	
Size	19" diagonal	
Type	LCD	
Format	16:9 or 16:10 Widescreen Aspect Ratio	16:10
Resolution	1440 x 900	
Response	5ms typical grey to grey	≤5 ms
Contrast Ratio	1000:1	
Input	Must support VGA and DVI (or DisplayPort with dualmode/DP++ support). Configuration must also include both VGA and DVI cable in the price.	VGA and DVI-D
Security	Kensington-lockable Compatible	
Other	Anti-glare; tilt stand; 160 degree viewing angle; On Screen Controls	Tilt: -5° to + 25° vertical
Speakers	Integrated speakers or speaker bar (included in pricing)	Integrated rear firing
Warranty	3 years parts w/3 years labor - onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.	HP will ship a replacement display product directly to the State of Illinois location. Using the shipping labels provided, return the failed display to HP. HP covers all costs. The HP Hardware Limited Warranty includes on-site labor (if necessary) to repair the display product. HP will respond on-site, at the State of Illinois location, by the first or second business day following request for warranty service.
Certifications & Compliance	Energy Star 4.1 or higher Certified; EPEAT registered Bronze, Gold or Silver; UL listed; TCO '03	ENERGY STAR® 5.0 EPEAT™ Silver TCO 5.0 Displays

Category 4 - Displays

Configuration	Configuration 2 – 21"-22" (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	For customers that require slightly more viewing real estate such as large spreadsheets. May serve as a good choice for training environment.	LA2205wg
Size	21-22" diagonal	22" Wide-Aspect Active Matrix TFT
Type	LCD	
Format	16:9 or 16:10 Widescreen Aspect Ratio	16:10
Resolution	1680 x 1050	
Response	5ms typical grey to grey	5 ms (on/off)
Contrast Ratio	1000:1	
Input	Must support VGA and DVI (or DisplayPort with dualmode/DP++ support). Configuration must also include both VGA and DVI cable in the price.	VGA, DVI-D, & DisplayPort
Security	Kensington-lockable Compatible	
Other	Anti-glare; tilt stand; 160 degree viewing angle; On Screen Controls	Tilt: -5° to + 30° vertical
Speakers	Integrated speakers or speaker bar (included in pricing)	With optional Speaker bar seamlessly attached to the monitor's lower bezel

Category 4 - Displays

Warranty	3 years parts w/3 years labor - onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.	HP will ship a replacement display product directly to the State of Illinois location. Using the shipping labels provided, return the failed display to HP. HP covers all costs. The HP Hardware Limited Warranty includes on-site labor (if necessary) to repair the display product. HP will respond on-site, at the State of Illinois location, by the first or second business day following request for warranty service.
Certifications & Compliance	Energy Star 4.1 or higher Certified; EPEAT registered Bronze, Gold or Silver; UL listed; TCO '03	ENERGY STAR® 5.0 EPEAT® Gold Rated TCO 5.0 Certified

Category 4 - Displays

Configuration	Configuration 3 – 24" (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	Extra viewing area for staff using large format viewing and graphic intensive applications. Also appropriate in certain training environments.	HP LA2405wg
Size	24" diagonal	24" Wide-Aspect Active Matrix TFT
Type	LCD	
Format	16:9 or 16:10 Widescreen Aspect Ratio	16:10
Resolution	1920 x 1200	
Response	6ms typical grey to grey	5 ms (on/off)
Contrast Ratio	1000:1	
Input	Must support VGA and DVI (or DisplayPort with dualmode/DP++ support). Configuration must also include both VGA and DVI cable in the price.	VGA, DVI-D, and DisplayPort connectors; HDCP support
Security	Kensington-lockable Compatible	
Other	Anti-glare; tilt stand; 160 degree viewing angle; On Screen Controls	Tilt: -5° to + 30° vertical
Speakers	Integrated speakers or speaker bar (included in pricing)	With optional Speaker bar seamlessly attached to the monitor's lower bezel
Warranty	3 years parts w/3 years labor - onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.	HP will ship a replacement display product directly to the State of Illinois location. Using the shipping labels provided, return the failed display to HP. HP covers all costs. The HP Hardware Limited Warranty includes on-site labor (if necessary) to repair the display product. HP will respond on-site, at the State of Illinois location, by the first or second business day following request for warranty service.
Certifications & Compliance	Energy Star 4.1 or higher Certified; EPEAT registered Bronze, Gold or Silver; UL listed; TCO '03	ENERGY STAR® 5.0 EPEAT® Gold Rated TCO Displays 5.0

Category 4 - Displays

Configuration	Configuration 4 – 30" (State's Minimum Requirements)	Vendor's Current Proposed Solution

Category 4 - Displays

Configuration	Configuration 4 – 30" (State's Minimum Requirements)	Vendor's Current Proposed Solution
Description	This device will likely serve well in a training or meeting facility; and potentially for customers with special visual needs. Identify the make, model and options proposed for this configuration in the Vendor Narrative.	HP ZR30w
Size	30" diagonal	30" Wide-Aspect Active Matrix TFT
Type	LCD	S-IPS (H2-IPS technology for improved energy efficiency)
Format	16:9 or 16:10 Widescreen Aspect Ratio	16:10
Resolution	2560x1600	
Response	8ms typical grey to grey	7 ms (gray to gray); 12 ms (on/off)
Contrast Ratio	1000:1	
Input	Must support DVI and/or DisplayPort (with dualmode/DP++ support). Configuration must include DVI cable in the price.	DisplayPort connector and DVI-D connector, HDCP support on DisplayPort and DVI DVI-D and DisplayPort cable included.
Security	Kensington-lockable Compatible	
Other	Anti-glare; tilt stand; 160 degree viewing angle; On Screen Controls	Tilt: -5° to + 35° vertical
Speakers	Integrated speakers or speaker bar (included in pricing)	With optional Speaker bar seamlessly attached to the monitor's lower bezel
Warranty	3 years parts w/3 years labor - onsite premium support. Vendor provides warranty service 8:00 AM-5:00 PM, Monday – Friday. Response and repair is required within three (3) business days of receipt of the incident.	3 years parts, 3 years labor, and 3 years onsite service (3/3/3) standard limited warranty.
Certifications & Compliance	UL listed	CSA certified (Canadian version of UL)

Category 4 - Display Upgrade/Add-Ons – see website for complete list of upgrades

- Other display sizes options, must meet all specifications above except size, format and resolution.

Hardware Warranty / Support

Vendor must provide support services throughout the entire State of Illinois and for all entities covered under the Joint Purchasing Program, and should price this service accordingly.

Vendor will provide Hardware Warranty and Support services including the names of any third party warranty providers the Vendor intends to use. These designated warranty providers need to be aware of and conform to buyer's warranty requirements. Hardware Warranty and Support services include, but are not limited to, diagnosing and repairing defects and problems related to purchase hardware.

Individual orders shall indicate the level of service requested.

A "Warranty Technician" must be original equipment manufacturer (OEM) certified to work on the equipment.

Vendor must track repairs and provide quarterly warranty service reports in MS Excel format detailing by Serial/Asset Tag #, Agency Incident Ticket #, call resolution or parts ordered, dates and time calls opened and resolved/closed.

If buyer experiences significant defects or incidents (greater than 10% of an order or install base) during the warranty period, the buyer has the option to have the Vendor perform an audit of said equipment. Based on the outcome of the audit the buyer and seller will agree to one or more of the following options:

- a. continued normal warranty repairs
- b. replacing all or a portion of said equipment with like or better equipment; and/or
- c. refunding the original purchase
- d. using an alternate vendor for subsequent orders of said equipment.

The delivery model used by the Global Solutions Centers is a central event management system, which provides various exit points during the event flow for dispatch. This delivery model provides support for more than 6.5 million events per year. Each service event is assigned a reference number for tracking by HP and the State of Illinois. Once logged, service events are managed by HP's automated event management system. The event management database contains contract and equipment information, as well as site, system, and product history.

In general, incoming service requests from end users are routed directly to a technical support engineer (TSE) who will work the call. In most cases the TSE can diagnose the problem (using the Diagnose-Before-Dispatch procedure) and resolve it without dispatching to the field. If the unit is a notebook or tablet and requires repair with standard notebook warranty, the TSE will coordinate pickup of the unit for repair. If the unit requires onsite service, the TSE will perform a "part # callout" and then dispatch for on-site support by HP personnel or an Authorized Service Provider.

For notebooks with standard pickup and return warranty, the TSE will arrange for pickup of the failed unit for depot repair.

Once a service event is dispatched, a resource coordinator (RC) manages the call, monitoring the extent of the problem, determining appropriate actions, and escalating resolution as necessary. HP's support system is recognized as today's industry leader and goes far beyond first dispatch. Key components of the comprehensive event management system include:

- Availability 24 hours per day, 7 days per week
- Immediate technical troubleshooting by Global Solution Centers engineers
- Onsite dispatch
- Management action planning integration

Note: Technical support for the Getac ruggedized product will be provided directly by Getac. Getac will comply with time of warranty repair; however Getac service center operates from 8:00am – 5:00pm Pacific Time. Getac will comply with the warranty reporting request; however Getac currently does not track the time of the call. Getac will track the warranty only by date of call and not specifically to the time of the day.

When support is needed for the HP branded products, the State of Illinois's personnel should contact HP's Global Solution Centers. The State of Illinois has the option of calling the HP Global Solution Center or electronically submitting a service request through forms provided over the internet. All applicable addresses and numbers are supplied at contract award.

For each of the methods of placing a service request, the State of Illinois will need to supply certain information:

- Company name
- Contact name
- Phone number
- Alternate phone number, such as pager number
- Address, city, state, and ZIP code
- System type
- Failed device
- Serial number, or site ID
- Option

- Problem statement

Primary on-site support will be provided directly by HP technicians and augmented by HP Authorized Service Providers. HP has established the world's largest and most efficient network of Channel Partners in the industry with over 7000 HP Authorized Service Providers (ASPs) delivering HP hardware repair services. These ASPs have the required HP training, certifications, and experience to meet HP's stringent repair guidelines and policies. The State of Illinois may contact any HP Authorized Warranty Delivery Partner (AWDP) directly or the HP Global Call Center when service is required.

Hardware Warranty Reporting

HP will provide service reporting for the HP branded products. The technical support and reporting for the Getac ruggedized product will be provided directly from Getac. Getac will comply with the warranty reporting request; however Getac currently does not track the time of the call. Getac will track the warranty only by date of call and not specifically to the time of the day.

The HP Global Solution Centers can provide a standard set of usage and call closure reports quarterly. Service delivery reports are generated from databases created by HP's event management system. Every call entered into the system creates a call log for tracking purposes. HP's can include:

- Site number
- Date and time
- Serial #
- Call resolution or parts ordered
- Serial # if replaced with new equipment
- Date and Time calls opened and resolved/closed
- Number of service calls per site/location
- Number of calls by option type
- Open calls
- Closed calls

HP will provide a detailed warranty report that will include at a minimum the following data: Serial #, Date and Time call opened, Date and Time call resolved, Problem Resolution Description and Parts Replacement, HP recommends that the State of Illinois use the quarterly warranty activity report as well as the monthly Customer Health Awareness Tracking report (described below) to track significant defects or incidents. This approach will ensure that the HP products meet the State of Illinois' reliability requirements.

Significant Defects or Incidents

HP's first step in resolving repeat problems is to engage our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues. Once a device or system has encountered repeated failures for the same problem, the Customer Experience Manager (CEM) or local Service Delivery District Manager (SDDM) will work with the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement.

Customer Health Awareness Tracking

The Customer Health Awareness Tracking (CHAT) program was developed to help HP understand and improve upon the customer's Total Customer Experience. CHAT provides HP with detailed information on how our products are performing for the State, allowing HP to monitor and react to problems quickly and proactively. The CHAT report creates open dialog between HP and the State's teams to identify areas of product performance where we believe improvement can be made. CHAT can help proactively minimize downtime and equipment outages which will increase the State's ROI, decrease your TCO and help maintain a positive HP customer experience for the State.

Any and all information is considered "Need to Know Only" by HP and the State and should not be copied or distributed under any circumstances without full written consent of the account team.

- CHAT is a comprehensive tool utilized by the Customer Experience Manager (CEM) to track actual product quality trends in an account
- Links subassembly returns to the State's serial number data resulting in best in class quality reporting.
- The report includes a monthly update and a 12-month trend.
- View of the State's installed base by:
 - Model
 - Component
 - Serial Number
- The CEM can meet with the State monthly to present the report and discuss metrics along with proactive notification that could have high impact on their environment
- The tool is designed to allow the CEM to "dig into" a trend before it becomes a problem and have a negative effect on the State's business

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ N/A

2.4 VENDOR / STAFF SPECIFICATIONS: All "Warranty Technicians" must be original equipment manufacturer (OEM) certified to work on the equipment. The State of Illinois may contact any HP Authorized Warranty Delivery Partner (AWDP) directly or the HP Global Call Center when service is required.

2.4.1 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name	Amount to be paid
<u>N/A</u>	

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Vendor may, however, assign or transfer any rights and obligations hereunder to a company within the Hewlett-Packard group subject to written notice. If the State cannot contract with the assignee, the State reserves the right to terminate the contract.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☒ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name	<u>N/A</u>	Amount to be paid	<u></u>
Address	<u></u>	Description of work	<u></u>

Subcontractor Name	<u>N/A</u>	Amount to be paid	<u></u>
Address	<u></u>	Description of work	<u></u>

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY: Hardware delivery must meet the following requirements:

1. Delivery charges must be included in equipment pricing.

All shipping charges for standard 3-5 day ground shipping are included at no additional cost. Additional fees may be incurred for upgraded shipping service levels (second day or overnight shipping) or any special shipping services requested, such as inside delivery, lift gate requirements, or special palletization requests.

2. Computer hardware shall arrive at the delivery location within 20 working days from receipt of order.

3. If computer hardware does not arrive within 20 working days from receipt of order, the buyer has the option to cancel the order and purchase equipment from an alternate vendor(s) charging the original contract holder for the difference in price, which shall be buyer's sole remedy for late shipments.

4. Prior to delivery of orders which exceed 150 pounds, Vendor will contact buyer to confirm delivery date, time and location, provided that the order is placed online or an email address is provided for delivery confirmations. Buyer will ensure Warehouse/Receiving has staff on hand to receive equipment and that there isn't another delivery scheduled at the same time.

5. Phased delivery schedules for large quantity orders (i.e., greater than 100) shall be negotiated with the buyer. Shipments must be delivered to secure areas designated by the buyer. Note that this area may be distant from the loading dock and/or up several flights of stairs.
6. No delivery after hours, weekends, or State holidays without prior approval.
7. Claims for extra work or materials not specifically noted in the warranty agreement will not be allowed by the State nor shall the contract holder provide any materials or extra work not covered by the agreement without written agreement between the vendor and the buyer agency.

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. The intent of this statement is specific to Warranty, Support only; not manufacturing.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

HP's standard warranty services are provided 8am – 5pm, Monday through Friday, excluding HP holidays. HP offers fee-based service options (Care Packs) that provide service outside of standard business hours. Service may also be provided through HP's Per Event Services that are based on time and materials charges.

Technical support for the Getac ruggedized product will be provided directly by Getac. Getac will comply with time of warranty repair; however Getac service center operates from 8:00am – 5:00pm Pacific Time.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 This section is subject to Section A.6 in the Vendor Supplemental Terms and Conditions.

2.9.2 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards and specifications furnished by the Vendor, including but not limited to all specifications attached as exhibits hereto; (b) be of good quality and workmanship, and free from defects for a period of time specified in the applicable limited warranty statement accompanying the products or longer if so specified in writing; (c) comply with all applicable federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies under the resultant contract and the products and service proposed there under, and; (d) be of good title and be free and clear of all liens and encumbrances. Subject to the General Indemnification and Liability (Section 4.8) in this Contract and Limitation of Liability (Section A.10) terms in the Vendor Supplemental Terms and Conditions. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.3 Vendor shall insure that all manufacturers' warranties are made available to the State. These warranties shall be in addition to all other applicable warranties, available under the terms of this contract, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.4 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor(s) awarded this contract shall provide reasonable notice to notify the State of any material manufacturer changes or additions to products under contract.

2.10.2 Vendor(s) awarded this contract shall propose to substitute an equivalent or better product at no additional cost. If during the contract term (including the optional renewal terms) an item or product is discontinued, vendor is responsible for notifying the State of the change and propose an equivalent, equally priced, alternative item or product. The percentage discount proposed for the original item or product shall remain the same for the alternative item or product.

2.10.3 Vendor(s) awarded this contract must report quarterly, the contract spend for each category/configurations for State Agencies and Joint Purchasing entities.

2.10.4 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.10.5 Vendor may be entitled to employment tax credit for hiring qualified veterans and certain ex-offenders (PA 94-1067). If Agency/Buyer elects to take advantage of an available tax credit, upon request and on forms provided by Agency/Buyer, Vendor shall make commercially reasonable efforts to report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year.

Contact for all communications identified above:

Central Management Services
Bureau of Strategic Sourcing
Room 405 Stratton Office Building
401 South Spring St.
Springfield, IL 62704

3. PRICING

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor during the initial term as follows:

☒ item per Individual Purchase

The State has two purchase options: a single payment purchase option and a 36 month payment purchase option. An entity electing the 36 month payment purchase option will enter into a separate payment agreement with the financing partner.

Category 1: Mobile Computing

Unit Pricing	Executive Laptop (.2 weight)	Professional Laptop (.6 weight)	Tablet (.1 weight)	Professional Netbook (.1 weight)
Single Payment Purchase Price	HP EliteBook 2540p \$903.00	HP ProBook 6555b \$565.00	HP EliteBook 2740p \$1100.00	HP Mini 5103 \$652.00

Percentage Discounts Off Commercially Published Pricing (**)

Single Payment Purchase Price	Executive Laptop HP EliteBook 2540p 53% Professional Laptop HP ProBook 6555b 45% Tablet HP EliteBook 2740p 51% Professional Netbook HP Mini 5103 39%
Upgrade / Add-Ons (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing.)	30% http://h18000.www1.hp.com/showroom/ipl.html

Category 2: Ruggedized Mobile Computing

Unit Pricing	Ruggedized Laptop (.8 weight)	Ruggedized Tablet (.2 Weight)
Single Payment Purchase Price	Getac S400 \$1564.00	Getac V100 \$2707.00

Percentage Discounts Off Commercially Published Pricing (**)

Single Payment Purchase Price	Getac S400 25% Getac V100 25%
Upgrade / Add-Ons (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing.)	Getac Products 13% http://h18000.www1.hp.com/showroom/ipl.html *** Getac Inc. does not publish Manufacturer's Suggested Retail Prices (MSRP) in the public domain (or website location) for our comprehensive portfolio of business, semi- and fully-rugged mobile computing solutions. Getac will ensure that its commercially published pricing, such as manufacturer internet pricing, MSRP, Government and Education, etc., for each category including upgrade/add-ons and ancillary services will be

	provided to HP and the State of Illinois when requested, and updated during the contract term – consistent with the proposed percentage discounts offered by HP.
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Category 3: Thin Client Computing

Unit Pricing	Linux (.5 weight)	Windows-based (.5 Weight)
Single Payment Purchase Price	HP t5745 \$229	HP t5740 \$283

Percentage Discounts Off Commercially Published Pricing

Single Payment Purchase Price	HP t5745 51% HP t5740 49%
Upgrade / Add-Ons (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing.)	30% http://h18000.www1.hp.com/showroom/ipl.html

Category 4: Displays

Unit Pricing	19" LCD (.3 weight)	21"-22" LCD (.45 weight)	24" LCD (.2 weight)	30" LCD (.05 weight)
Single Payment Purchase Price	HP Compaq LE1901wm \$129.00	HP Compaq LA2205wg \$179.00	HP Compaq LA2405wg \$230.00	HP ZR30w \$961.00

Percentage Discounts Off Commercially Published Pricing (*)

Single Payment Purchase Price	HP Compaq LE1901wm 52% HP Compaq LA2205wg 44% HP Compaq LA2405wg 54% HP ZR30w 36%
Upgrade / Add-Ons (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing.)	30% http://h18000.www1.hp.com/showroom/ipl.html
Ancillary Services (Percentage discount will be applied against OEM commercially published pricing. Provide link to online OEM commercially published pricing.)	30% http://h18000.www1.hp.com/showroom/ipl.html

3.2 TYPE OF PRICING: Pricing under this contract is

- ☒ Firm _____
☐ Estimated _____

3.3 RENEWAL COMPENSATION: N/A

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: _____ N/A _____ % discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice upon delivery of each order. Charges for Support or Services performed or Products delivered by Vendor under this Contract shall be invoiced to the State following the date on which Support or Services shall have been performed or Products have been delivered by Vendor. Invoices shall be sent to the "Bill To" information provided on each individual order. Items such as customer purchase order numbers, line item detail, and serial numbers, are standard elements of an HP invoice.

In the event of shipping a partial order, a separate invoice will be generated for each shipment, referencing the original purchase order. Back orders and credits will reference the original purchase order number, but will have a different invoice number.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid net 60 days from the date of invoice and in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/mencv/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500120-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing as soon as practicable after the State becomes aware of the failure of appropriation or of a reduction or decrease. Any termination of orders or this Contract as a result of the non-availability of funds shall be subject to the Vendor Supplemental Terms and Conditions, Section A.11.a (Prior Orders).

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500120-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Vendor shall make reasonable efforts with respect to the performance of the terms of this contract. With the exception of the State's payment obligations, Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. If a Force Majeure event occurs, which temporarily prevents the State from issuing payment of its obligations under this Contract, such an event will delay, not terminate, the State's payment obligations hereunder.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. In the event that a subpoena, order of a court of competent jurisdiction, or other legal process is served upon the receiving Party for records containing confidential information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party in writing and cooperate with any lawful effort to protect the confidential information. To the extent any Vendor information ("books and records") subject to an audit is determined to be confidential, the State will protect such information in accordance with section 4.6, titled "Confidential Information of this Contract", unless disclosure is required by law.

4.7 USE AND OWNERSHIP: All intellectual property rights shall be governed by Section A.8 of the Vendor Supplemental Terms and Conditions.

4.8 GENERAL INDEMNIFICATION AND LIABILITY: Subject to the limits of liability set forth in Section A.10 (Limitation of Liability and Remedies) of the Vendor Supplemental Terms and Conditions, the Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees and agents from any third party claims and will pay all defense costs, fees (including reasonable attorney's fees), settlement amounts and court awarded damages arising out of any death or injury to any person, or direct damage to any tangible property to the extent caused by the negligent or wrongful acts or omissions arising out of or in connection with Vendor or Vendor's subcontractors performance of its obligations

under the Contract. Provided, however, the State shall give Vendor prompt notice of any claim or potential claim covered by this section and shall give Vendor reasonable evidentiary assistance and complete control of the defense thereof. Neither party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance, with the exception of worker's compensation and employer's liability including the State as additional insured for all required insurance. Insurer shall endeavor to provide thirty (30) days notice prior to cancellation. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's/Buyer's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of Services applicable to the Products and Support eligible for purchase under this contract. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's employees or agents who will physically perform any of the Contract requirements at the State's facility. Vendor or subcontractor shall reassign immediately any such individual who does not pass the background checks. Any results from background checks will be considered private personal information and is prohibited from disclosure outside of use for its intended purpose under this section.. Both parties acknowledge and agree that Vendor will only be able to provide employees who volunteer to submit to this background check.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilc/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency/Buyer that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency/Buyer that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict or inconsistency among or between the documents, the documents shall control in the following order: (i) any subsequent amendments or change orders to this Contract agreed to in writing by the parties;; (ii) Sections of this Contract, with the exception of SLI content that is specific to the appropriate use of the Software that does not conflict with the sections of this Contract; (iii) all other SLI; (iv) Exhibits and Attachments; and (v) Purchase Orders issued under this Contract (exclusive of pre-printed terms and conditions).

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U. S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U. S. C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs..

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108. 3 or 16-133. 3 of the Illinois Pension Code, 40 ILCS 5/14-108. 3 and 40 ILCS 5/16-133. 3, or (ii) an early retirement incentive on or after 2002 under Section 14-108. 3 or 16-133. 3 of the Illinois Pension Code, 40 ILCS 5/14-108. 3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1. 15. 80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10. 5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10. 5e).

- 5.11** Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12** Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13** Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14** Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15** Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18** In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19** a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U. S. Export Administration Act of 1979 or the applicable regulations of the U. S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24** Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26** Vendor certifies that it is not in violation of Section 50-14. 5 of the Illinois Procurement Code (30 ILCS 500/50-14. 5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:

 X No Conflicts Of Interest

 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	☐ Yes ☒ No
Professional licensure discipline	☐ Yes ☒ No
Bankruptcies	☐ Yes ☒ No
Adverse civil judgments and administrative findings	☐ Yes ☒ No*
Criminal felony convictions	☐ Yes ☒ No

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Response:

* HP is a large, publicly-traded company that is involved in lawsuits, claims, investigations, and proceedings, including patent, commercial and environmental matters, which arise in the ordinary course of business. There are no such matters pending that HP expects to be material to the fulfillment of the opportunity under consideration. Matters that are material to HP's business or financial results are reported in the company's Form 10K and other public filings. HP's Form 10K is provided in HP's Annual Report as **HP Attachment 5** and HP's SEC filings can be accessed at the following website: <http://h30261.www3.hp.com/phoenix.zhtml?c=71087&p=irol-sec>.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

Response:

HP has read and acknowledges.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- ☒ There are no business operations that must be disclosed to comply with the above cited law.
- ☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government?

- ☒ Yes ☐ No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

HP has the following contracts with the State of Illinois government:

- State of Illinois Department of Central Management Services, Master Contract with HP for Purchase/Lease of PCs/Laptops/Monitors #CMC603266H
- State of Illinois Server Contract #1498460
- State of Illinois Department of Central Management Services, Master Contract with HP for Purchase of Supplies VMWare #CIC7226110
- Illinois Learning Technology Purchase Program Contract HP-ILTPP-04
- The Board of Education of the City of Chicago Master Maintenance Agreement
- The City of Chicago Office of Emergency Master Maintenance Agreement #B29392130
- University of Illinois Master Maintenance Agreement
- University of Chicago Master Maintenance Agreement
- Illinois College of Dupage Contract ID-DUPAGE
- Illinois –Cook County Contract ID# 09411116
- IL Public Higher Education Coop Contract ID# IPHEC-N-2
- IL Public Higher Education Cooperative (IHPEC) Contract ID # 254253
- Western State Contract Alliance Contract #B27164 with the following units of the State of Illinois government:
 - Addison Public Library
 - Algonquin Area Public Library
 - City of Aurora
 - City of Bloomington
 - City of Kankakee
 - City of Northlake
 - City of Park Ridge
 - City of Peoria
 - City of Quincy
 - City of Rock Island
 - City of St Charles
 - DuPage County Procurement Services
 - Fossil Ridge Public Library District
 - Frankfort Fire Protection District
 - Franklin Park Public Library District
 - Huntley Area Public Library District
 - Illinois Learning Technology Purchase Program
 - LaGrange Public Library
 - Metropolitan Water Reclamation District
 - Midwestern Higher Education Compact (MHEC)
 - Mokena Community Public Library District

- Niles Public Library District
- Northlake Public Library District
- PACE, Suburban Bus Division of the Regional Transportation Authority
- Peoria Park District
- Peotone Public Library District
- Skokie Public Library
- University of Illinois
- Village of Berkeley
- Village of Bloomingdale
- Village of Deerfield
- Village of Elk Grove Village
- Village of Flossmoor
- Village of Hoffman Estates
- Village of Northbrook
- Westchester Public Library
- Will County Health Department

HP holds leases with the following units of government in Illinois:

- Argenta-Oreana CUSD #1
- Board of Education of the City of Chicago
- Bourbonnais elementary School District #53
- Champaign Community SD #4
- Christopher Unit SD #99
- City of Springfield, D/B/A City Water Light & Power
- Coal City Community School District #1
- Community Consolidated School District #220
- County of McHenry
- Danville Community Consolidated Schools
- DeLand Weldon Community Unit School District #57 DBA DeLand Weldon
- Dimmick Community Consolidated SD #175
- Fairview School District 72
- Fulton County Housing Authority
- Highland Community College District 519
- McClean County Unit SD #5
- Midwest Central Community Unit School District 191
- Nokomis Community Unit SD #22
- Riverview Community Consolidated SD#2
- Triton County Community College
- Village of Palatine
- Warrensburg-Latham Community Unit SD #11
- West Chicago Community High School District 94

HP holds leases with the following state agencies in Illinois:

- Capital Development Board
- Central Management Services
- Children and Family Services
- Community College Board
- Criminal Justice Information Authority
- Deaf & Hard of Hearing Commission
- Department of Aging
- Department of Commerce & Economic Opportunity
- Department of Labor
- Department of Revenue
- Department of Transportation
- Department of Veterans Affairs
- Housing Development Authority
- Labor Relations Board
- Law Enforcement Training 7 Standards Board
- Office of Executive Inspector General
- Property Tax Appeal Board
- State Police

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? X Yes No

If yes, please identify each agent / lobbyist, including name and address.

Illinois Government Consulting Group

Theodore J. Brunsvold

500 N. Dearbourn Suite 1030

Chicago, IL 60610

Gary Fuchs

Hewlett-Packard

14321 Tandem Blvd.

Austin, TX 78728

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

None

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Hewlett-Packard Company
(Vendor/Subcontractor Name)

Name of Authorized Representative: Kirk R. Klaas
Title of Authorized Representative: Contracts Negotiator
Signature of Authorized Representative: *Kirk R. Klaas*
Date: April 4, 2011

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- ☐ Definitions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☐ Other (describe)

7.2 Vendor Supplemental Provisions

- ☒ Vendor Supplemental Terms and Conditions
- ☒ Mobile Computing Extended/Enhanced warranty
- ☒ Thin Client Computer — Extended/Enhanced warranty
- ☒ Display Hardware Service Options
- ☒ Getac Five (5) Year Bumper-to-Bumper Warranty

Vendor Supplemental Terms and Conditions

A. VENDOR BASE TERMS

1. DEFINITIONS

- a. *Affiliate* of a party means an entity controlling, controlled by, or under common control with, that party.
- b. *Deliverable* means the tangible work product resulting from the performance of Services excluding Products and Custom Products.
- c. *Hardware* means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.
- d. *Vendor Branded* means Products and Services bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.
- e. *Vendor Business Partner* means select companies authorized by Vendor to promote, market, support, and deliver certain Products and Services.
- f. *Product* means Hardware and Software listed in Vendor's standard price list at the time of Vendor's acceptance of the State order, and including products that are modified, altered, or customized to meet the State requirements ("Custom Products").
- g. *Professional Service* means consulting, integration, or technical services performed by Vendor under a Statement of Work or other Transaction Document.
- h. *Service* means Support and Professional Services.
- i. *Software* means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.
- j. Software License Information ("SLI") is license information that is specific to a Software Product. SLI may be found in a file in the Software Product's directory or as information that accompanies the Software Product or in Vendor quotations. SLI is available upon request.
- k. *Specification* means technical information about Products published in Vendor Product manuals, user documentation, and technical data sheets in effect on the date Vendor delivers Products to the State.
- l. *Statement of Work* means an executed document so titled, that describes the Services to be performed by Vendor under the Professional Services Terms or Support Terms sections.
- m. *Support* means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by Vendor and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.
- n. *Transaction Document(s)* means an accepted the State order (excluding pre-printed terms) and in relation to that order valid Vendor quotations, Vendor published technical data sheets or service descriptions, Vendor limited warranty statements delivered with or otherwise made available to the State with Products, and mutually executed Statements of Work, all as provided by Vendor, or other mutually executed documents that reference this Contract.
- o. *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Vendor to its customers (also called a "Release").

2. PARTICIPATION

- a. Global Agreement. The State Affiliates may participate under this Contract through the issuance of their order referencing this Contract and its acceptance by an Vendor Affiliate in the same country. Upon Vendor's acceptance of such an order, the terms of this Contract will apply between the Vendor Affiliate and the State Affiliate and references to "HP" and "State" shall mean Vendor Affiliate and the State Affiliate respectively. The Vendor Affiliate may include in their acceptance transmittal supplemental country specific terms to reflect local law or business practice that will take precedence over any other inconsistent terms in this Contract. All orders placed by the State Affiliates must specify a "ship to" address or Service performance location within the country of the Vendor Affiliate where the order is accepted.
- b. Prior Authorization. Any sale or license of a Product or Service under this Contract to a State Affiliate in countries where Vendor does not have an Affiliate is subject to Vendor's prior written authorization.
- c. Affiliate Liability. Each Vendor Affiliate will perform only in its designated jurisdiction and is solely responsible for claims arising out of its own performance.

3. CUSTOMER ORDERS

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

4. DELIVERY

- a. Delivery. Vendor will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in the State's order. Vendor may elect in its sole discretion to deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by the State in the country where Vendor accepted the order.

5. PAYMENT

- a. State Default. Vendor may discontinue performance if the State fails to pay any sum due, or if after ten (10) days written notice the State has not cured any other failure to perform under this Contract.
- b. Except as prohibited by or in conflict with State law, Vendor may change credit or payment terms at any time when, in Vendor's reasonable opinion, the State's financial condition or previous payment record so warrants.
- c. Security Interest. Vendor retains a security interest in Products until payment. The State shall execute any paperwork required by Vendor to effectuate any such security interest.

6. WARRANTY PROVISIONS

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

7. INTELLECTUAL PROPERTY INFRINGEMENT

- a. Third-Party Claims. Vendor will defend or settle any third party claims against the State alleging that Vendor Branded Products or

Support (excluding Custom Products and Custom Support) provided under this Contract infringes intellectual property rights in the country where they were sold, if the State:

1. promptly notifies Vendor of the claim in writing;
2. cooperates with Vendor in the defense of the claim; and
3. grants Vendor sole control of the defense or settlement of the claim.

Vendor will pay infringement claim defense costs, fees (including reasonable attorney fees), expenses, Vendor-negotiated settlement amounts, and court-awarded damages.

- b. Remedies. If such a claim appears likely, then Vendor may modify the Vendor Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If Vendor determines that none of these alternatives is reasonably available, then Vendor will issue the State a refund equal to:
 1. the purchase price paid for the affected item if within one year of delivery, or the State's net book value thereafter, or
 2. if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by the State for that Support.
- c. Exclusions. Vendor has no obligation for any claim of infringement arising from:
 1. Vendor's compliance with the State or third party designs, specifications, instructions, or technical information;
 2. Modifications made by the State or a third party without Vendor's prior written consent and agreement to apply the indemnification provided hereunder to such approved modification;
 3. The State's non-compliance with the Specifications or the Transaction Documents;
 4. The State's use with products, software, or services that are not Vendor Branded; or
 5. Any open source or freeware software.
- d. Sole and Exclusive. This Attachment section A.7 states Vendor's entire liability for claims of intellectual property infringement.

8. INTELLECTUAL PROPERTY RIGHTS

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Contract. The State will not register or use any mark or internet domain name that contains Vendor's trademarks (e.g., "HP", "hp", or "Hewlett-Packard"). Vendor will retain exclusive ownership in all Deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Contract. Vendor hereby grants the State a non-exclusive, perpetual, royalty-free, non-transferable right and license to use the Deliverables solely in the country(ies) in which the State does business and solely for the State's internal use. To the extent that the Deliverables include Software, the State's license as set forth in this Contract is to the object code version of the Software only. Vendor may terminate State's license in the Deliverables upon notice for failure to comply with the terms of this Contract. In the event of termination of the State's license, the State will immediately destroy or return to Vendor the affected Deliverables and all partial or complete copies thereof, or provide satisfactory evidence of their destruction to Vendor. Notwithstanding the license grants set forth in this section, any third party Software incorporated into any licensed Deliverable will be subject to the license terms applicable to such Software and set forth in the applicable Transaction Document. Confidential data or information contained in such work shall be subject to the Confidential Information terms located in Section 4.6 of this Contract.

9. RESTRICTED USE

Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. The State is solely liable for any loss, damage, expense, or liability if Products, Support, or Deliverables purchased by the State are used for these applications.

10. LIMITATION OF LIABILITY AND REMEDIES

- a. Limitation of Liability. Except for the amounts in this Attachment Section A.7, titled Intellectual Property Infringement above and damages for bodily injury (including death) and direct damages to tangible property caused solely by Vendor, Vendor's total aggregate liability is limited to the amount paid by the State for:
 1. the Product; or
 2. Support during the period of a material breach up to a maximum of twelve (12) months;
that in each case is the subject of the claim; and
 3. payments described in Warranties For Supplies and Services subsection 2.8.2 of the Contract.

- b. Disclaimer. EXCEPT FOR CLAIMS BY A PARTY FOR INFRINGEMENT OF THEIR INTELLECTUAL PROPERTY RIGHTS AGAINST THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES OF ANY KIND OR FOR ANY DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION WHETHER OR NOT THAT PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES, OR DAMAGES.
- c. Legal Theory. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

11. TERMINATION

- a. Prior Orders. The termination of this Contract will not affect payments due or fulfillment and payment of orders accepted prior to termination.
- b. Survival. Any terms in this Contract which by their nature extend beyond the termination or expiration of this Contract will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any termination under this Attachment section A.11 will be without prejudice to the terminating party's legal rights and remedies, including injunction and other equitable remedies.

12. VENDOR BUSINESS PARTNERS

Vendor's obligations with respect to Vendor Branded Products or Services procured by the State from authorized Vendor Business Partners are limited to sections A.6 Warranty Provisions, A.7 Intellectual Property Infringement, A.8 Intellectual Property Rights, A.9 Restricted Use, A.10 Limitation of Liability and Remedies; and clauses a, b, and c of section A.13 General in these Base Terms and the Software License Terms section in this Attachment. Vendor is not responsible for the acts or omissions of Vendor Business Partners, for any obligations undertaken or representations that they may make, or for any other products or services that they supply to the State.

13. GENERAL

- a. Electronic Orders and EDI. Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to the terms of this Contract. Such orders and acceptances will be deemed for all purposes to be an original signed writing. The State and Vendor will adopt commercially reasonable security measures for password and access protection.
- b. Internal Use. Products and Services acquired by the State under this Contract are solely for the State's own internal use and not for resale or sub-licensing.
- c. Export and Import. The State who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Vendor may suspend performance under this Contract: 1) if the State is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.

B. VENDOR HARDWARE TERMS

1. RISK OF LOSS

Risk of loss or damage, and title to Hardware, will pass to the State and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to, upon delivery to the State's carrier or designee.

2. INSTALLATION

If Vendor provides installation services, the State/Buyer will make available facilities that meet Vendor published site guidelines that will be provided to the State upon request. Upon delivery, the State/Buyer will place each item of Hardware in its designated location. Installation is billed at Vendor's published installation charges unless quoted as part of the Hardware purchase price. Installation by Vendor is complete when the Hardware passes Vendor's standard installation and test procedures.

3. TRADE-IN PROGRAMS

The State has the responsibility for risk of loss for trade-in Hardware until receipt by Vendor. Such items must be returned to Vendor as soon as reasonably practicable at the State's expense free of all liens, claims, or encumbrances, or the State will repay to Vendor the applicable trade-in credit.

4. HARDWARE LIMITED WARRANTY

Vendor warrants Vendor Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents. Vendor Branded

Hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.

5. OPERATION

Vendor does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly required by Vendor in the Product Specifications or that Hardware will meet requirements specified by the State. The State may only use firmware embedded in the Hardware to enable the Hardware to function in accordance with its Specifications.

6. EXCLUSIVE REMEDIES

Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the Vendor Branded Hardware, Vendor will, at its option, repair a defect in the Vendor Branded Hardware, or correct a material non-conformance to Specifications, or replace such Hardware with Hardware of equal or better functional performance. If Vendor is unable, within a reasonable time, to complete the repair or correction, or replace such Vendor Branded Hardware, the State will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to Vendor. Vendor will pay expenses for shipment of repaired or replacement Hardware to the State. This section states Vendor's entire liability for Hardware warranty claims.

C. VENDOR SOFTWARE LICENSE TERMS

1. LICENSE GRANT

Vendor grants the State a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the Vendor Branded Software delivered from a Vendor accepted order. For purposes of this Contract, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for the State's internal business purposes. the State's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for Vendor Branded Software will not be materially more restrictive than the Use defined in this Attachment section C.1. For non-Vendor Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

2. OWNERSHIP

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Contract and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to the State are reserved solely to Vendor or its suppliers.

3. ACCEPTANCE

The State accepts Software upon delivery.

4. UPGRADES

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. Vendor reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When the State obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, the State's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that Vendor delivers or makes the Version available to the State.

5. LICENSE RESTRICTIONS

- a. Use Restrictions. The State may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by the State. Some Software may require license keys or contain other technical protection measures. The State acknowledges that Vendor may monitor the State's compliance with Use restrictions and authorizations remotely, or otherwise. If Vendor makes a license management program available which records and reports license usage information, the State agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to the State and continuing for the period that the software is used.
- b. Copy and Adaptation. Unless otherwise permitted by Vendor, the State may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If the State makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, the State may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. the State may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over the State's intranet require restricted access by authorized users only.
- c. Copyright Notice. The State must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.

- d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of the State and may be further identified by Vendor by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of the State.
- e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by Vendor or a Vendor Business Partner.
- f. Changes. The State will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where the State has other rights mandated under statute, the State will provide Vendor with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Use for Service Provision. Extending the Use of Software to any person or entity other than the State as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by Vendor prior to such use and may require additional licenses and fees.
- h. Consultant Use and Access. Subject to the terms and conditions of this Contract, the State may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to the State. The State will be responsible and directly liable to Vendor for consultants' compliance with this Contract.

6. LICENSE TERM AND TERMINATION

Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted the State will be perpetual, provided however that Vendor may terminate the Software License upon notice for failure to comply with this Contract. Immediately upon termination of the Software License or upon expiration of any individual limited term license, the State will destroy the Software and all copies of the Software subject to the termination or expiration or return them to Vendor. The State shall remove and destroy or return to Vendor any copies of the Software that are merged into adaptations, except for individual pieces of data in the State's database. The State may retain one copy of the Software subsequent to termination solely for archival purposes only. At Vendor's request, the State will certify in writing to Vendor that the State has complied with these requirements.

7. LICENSE TRANSFER

The State may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in section C. 5. d above, Vendor Branded Software licenses are transferable subject to Vendor's prior written authorization and payment to Vendor of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License the State's rights under the License will terminate and the State will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "State" for purposes of the license terms. The State may transfer firmware only upon transfer of the associated Hardware.

8. U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, the State agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under Vendor's standard commercial license.

9. COMPLIANCE

The State agrees that, no more than once annually, Vendor may audit the State's compliance with the Software License terms. Any such audit would be at Vendor's expense, require thirty (30) days written notice, and would be performed during normal business hours. Vendor will submit the preliminary audit results to the State for review and response. The State's response will be sent to Vendor no more than fifteen (15) business days after the State received the preliminary audit results from Vendor. Final audit findings will be determined by mutual agreement of the State and Vendor. If the agreed upon final audit findings reveal the State has underpaid, then the State must immediately begin the payment process with regard to such underpayments. In the event the State has a license deficiency greater than 15%, the State will pay associated costs reasonably incurred by Vendor in connection with this audit.

10. WARRANTY

Vendor Branded Software will materially conform to its Specifications. If a warranty period is not specified for Vendor Branded Software, the warranty period will be ninety (90) days from the delivery date.

11. VIRUS WARRANTY

Vendor warrants that any physical media containing Vendor Branded Software will be shipped free of viruses.

12. WARRANTY LIMITATION

Vendor does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by Vendor in the Product Specifications or that Software will meet requirements specified by the State.

13. EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, Vendor will, at its option, correct the warranty defect for Vendor Branded Software, or replace such Software. If Vendor is unable, within a reasonable time, to complete the correction, or replace such Software, the State will be entitled to a refund of the purchase price paid upon prompt return of such Software to Vendor. The State will pay expenses for return of such Software to Vendor. Vendor will pay expenses for shipment of repaired or replacement Software to the State. This Attachment section C.13 states Vendor's entire liability for warranty claims.

14. IMPLIED LICENSE

There are no implied licenses.

D. VENDOR SUPPORT TERMS

1. SUPPORT SERVICES

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

2. PRICING, INVOICING, AND ADDITIONAL SERVICES

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

3. SITE AND PRODUCT ACCESS

The State shall provide Vendor 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 Vendor to service the Products; and other access requirements described in the relevant Transaction Document. If the State fails to provide such access, resulting in Vendor's inability to provide Support, Vendor shall be entitled to charge the State for the Support call at Vendor's published service rates. The State is responsible for removing any Products ineligible for Support, as advised by Vendor, to allow Vendor to perform Support. If delivery of Support is made more difficult because of ineligible Products, Vendor will charge the State for the extra work at Vendor's published service rates.

4. HARDWARE PRODUCT SUPPORT

- a. Minimum Configuration the State must purchase the same level of Hardware Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. Eligibility. For initial and on-going Support eligibility the State must maintain all Hardware Products at the latest Vendor-specified configuration and revision levels and in Vendor's reasonable opinion, in good operating condition.
- c. Loaner Units. Vendor maintains title and the State shall have risk of loss or damage for loaner units if provided at Vendor's discretion as part of Hardware Support or warranty services and such units will be returned to Vendor without lien or encumbrance at the end of the loaner period.
- d. Maximum Use Limitations. Certain Hardware Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. The State must operate such Products within the maximum usage limit.
- e. Compatible Cables and Connectors. The State will connect Hardware Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- f. Support for Accessories. Vendor may provide Hardware Support for cables, connectors, interfaces, and other accessories if the State purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- g. Consumables. Hardware Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- h. Replacement Parts. Parts provided under Hardware Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of Vendor, unless Vendor agrees otherwise and the State pays any applicable charges.

5. SOFTWARE PRODUCT SUPPORT

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

6. USE OF PROPRIETARY SERVICE TOOLS FOR SUPPORT

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

- a. allow Vendor to keep the Proprietary Service Tools resident on the State's systems or sites, and assist Vendor in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform Vendor of events identified by the software;

- d. if required, purchase Vendor-specified remote connection hardware for systems with remote diagnosis service; and
- e. provide remote connectivity through an approved communications line.

7. CUSTOMER RESPONSIBILITIES

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

8. ACCESS TO VENDOR SOLUTION CENTER AND IT RESOURCE CENTER

- a. Designated Callers. The State will identify a reasonable number of callers, as determined by Vendor and the State ("Designated Callers"), who may access Vendor's customer Support call centers ("Solution Centers").
- b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. Vendor may review and discuss with the State any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in Vendor's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the the State may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by Vendor when Support is initiated. Vendor Solution Centers may provide support in English or local language(s), or both.
- c. Vendor IT Resource Center. Vendor IT Resource Center is available via the worldwide web for certain types of Support. The State may access specified areas of the Vendor IT Resource Center. File Transfer Protocol access is required for some electronic services. The State employees who submit Vendor Solution Center service requests via the Vendor IT Resource Center must meet the qualifications set forth in Attachment section D.8.b above.
- d. Telecommunication Charges. The State will pay its own telecommunication charges associated with using Vendor IT Resource Center, installing and maintaining ISDN links and Internet connections (or Vendor-approved alternatives) to the Vendor Solution Center, or using the Proprietary Service Tools.

Mobile Computing Extended/Enhanced warranty

Option	Delivery specifications
Pick up and return (9x5) (Standard Warranty for notebooks)	HP will provide door-to-door service that features pick up, repair or replacement of the failed unit, and return of the operational unit. A three (3)-business day turn-around-time may be available for eligible locations, except for intermittent hardware failures and availability of parts that may require additional repair time. The 3-business day turn-around-time is measured from the time the product is received at a HP-designated Repair Center until the repaired product is ready to be shipped to the State of Illinois site. Turn-around-time does not include the time required to return ship the repaired product to the Customer. The State of Illinois may call the HP Customer Support Center between 8:00 am and 5:00 pm local time, Monday through Friday, excluding HP holidays. Calls must be received before 4:00pm local time for same-day pickup; cut-off times may vary based on the State of Illinois location. All other calls will be scheduled for next-business-day pickup. Extended telephone support may be available for select products.
Accidental damage protection (9x5)	Accidental Damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken LCD (for notebooks), or broken parts.
Next Business day response, standard business hours (9x5) (Available for notebooks and Standard Warranty for desktops)	An HP authorized representative will arrive at the State of Illinois site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
Defective media retention	For eligible products, this service option feature provides that the State of Illinois retain defective hard disk drive components, covered under this service, which the State of Illinois does not want to relinquish due to sensitive data contained within the disk ("Disk Drive"). This service will allow the State of Illinois to keep their malfunctioning hard drives, while receiving a replacement hard drive under warranty. This gives the State of Illinois control over sensitive and confidential data contained on their notebook, desktop and workstation hard drives, and allows the customer to determine the best method of disposal for failed hard drives. With defective media retention service option, it is the State of Illinois's responsibility to: • Retain physical control of Disk Drives at all times during support delivery by HP; HP is not responsible for data contained on Disk Drives • Ensure that any State of Illinois sensitive data on the retained Disk Drive is destroyed or remains secure • Have an authorized representative present to retain defective Disk Drives, accept replacement Disk Drives, provide HP with the serial number of each Disk Drive retained hereunder, and upon HP request, execute a document provided by HP acknowledging the retention of the Disk Drives • Destroy the retained Disk Drive and/or ensure that the Disk Drive is not put into use again • Dispose of all retained Disk Drives in compliance with applicable environmental laws and regulations Service limitations
HP One Time Battery Replacement Service	HP One Time Battery Replacement Service offers a convenient method for replacing out-of-warranty batteries. Under this service, one (1) replacement battery will be provided if the originally purchased battery drops below 50% charge capacity during normal use or if a cell failure has occurred before the 50% limit is reached. This service includes the replacement battery, standard ground shipping within the United States, and recycling options. This HP Care Pack service is inclusive of the HP Limited Warranty that comes with the product; it does not replace the limited warranty but provides for a longer period of time during which you are protected from battery failure. The HP Limited Warranty provides

Option	Delivery specifications
	originally installed battery coverage for the lesser of either a 1-year limited warranty period or the length of the limited warranty for the HP notebook PC with which the battery is shipped. This HP Care Pack service terminates after you receive a battery replacement or when the service period expires on the supported product, whichever event occurs earlier.

Thin Client Computer — Extended/Enhanced warranty

Option	Delivery specifications
Return to Depot	HP will provide a return service that features repair or replacement and return of the failed thin client product, including all parts, labor, and freight. Return to HP requires that the State of Illinois ship or deliver the failed product to an HP-designated Repair Center. The State of Illinois will be responsible for packaging and shipping/delivering the failed product to a HP-designated Repair Center. HP will return the repaired or replaced product to the State of Illinois site within the geographic location where the service is provided. Turn-around-time for this service will be three (3)-business days for eligible locations, except for intermittent failures that may require additional repair time. Turn-around time is measured in elapsed days from the time the product is received at a HP-designated Repair Center until the repaired product is returned to the State of Illinois location of choice within the geographic location where the service was provided. Turn-around-time does not include the time required to return ship the repaired product to the State of Illinois. The State of Illinois may call the HP Customer Support Center between 8:00 am and 5:00 pm local time, Monday through Friday, excluding HP holidays.
Next Business Day Exchange	HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. The State of Illinois must return the failed product to HP within ten (10) business days of receipt of the replacement product.

Display Hardware Service Options

Option	Delivery Specifications
Advanced Unit Replacement Service	With Advanced Unit Replacement service, HP will ship a replacement unit directly to the State of Illinois site if the HP Hardware Product is diagnosed as defective. After receiving the replacement unit, the State of Illinois will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Standard office hours are typically 08.00 to 17.00, Monday through Friday, but may vary with local business practices. At the State's or Joint Purchasing Entity's discretion, this may be on-site.
On-site Service for Monitors	The HP Hardware Limited Warranty includes on-site labor (if necessary) to repair the monitor. HP provides on-site service during standard office hours. Standard office hours are typically 8:00 AM to 5:00 PM, Monday through Friday. HP will respond on-site, at the State of Illinois location, by the first or second business day following request for warranty service. Next Business Day response is based on commercially reasonable best effort



Getac Five (5) Year Bumper-to-Bumper Warranty

Getac's warranty obligations for this hardware product are **limited** to the terms set forth below:

Getac, Inc. warrants this Getac-branded rugged computer against defects in materials and workmanship under normal use and damage that occurs due to accidental acts and exposure to environmental conditions for a period of FIVE (5) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers' territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

Software distributed by Getac with or without the Getac brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Getac does not warrant that the operation of the product will be uninterrupted or error-free. Getac is not responsible for damage arising from failure to follow instructions relating to the product's use.

Batteries supplied with the product are covered under the warranty for one (1) year from date of purchase. A battery furnished under the warranty is covered for the remaining period of the one year warranty on the original battery or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

The LCD, hard drive, motherboard, and keyboard are limited to one repair/replacement per unit per year for damage that occurs due to accidental acts and exposure to environmental conditions.

This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;
- (e) acts of war;
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) to cosmetic damage that does not affect the functionality of the system, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
- (n) damage which occurs in shipment.

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA: AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

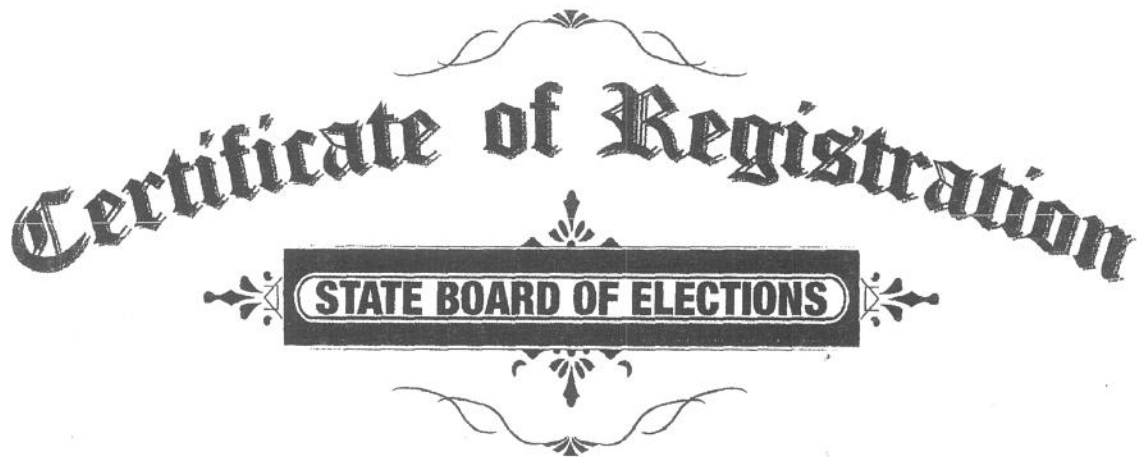
EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

Obtaining Warranty Service

Please access and review the online help resources at www.getac.com before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.



Registration No. 10344

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