

STATE OF NEW HAMPSHIRE  
Dept. of Administrative Services  
Div. of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

**Date:** 7/13/16

**NOTICE OF CONTRACT**  
(Updated)

**COMMODITY:** COMPUTER SERVERS AND STORAGE – HEWLETT PACKARD

**CONTRACT NO.:** NH # 8001838 NASPO ValuePoint # MNNVP-134

**NIGP:** 204-0000

**VENDOR:** HEWLETT PACKARD ENTERPRISE. **VENDOR #** 266953  
442 SWAN BLVD.  
DEERFIELD, IL 60015

**CONTACT PERSON(S):**

For price quotes and product information, please contact a sales representative listed below or you can obtain support from one of the HP authorized reseller agents or Fulfillment Subcontractors listed directly from the HP/State NASPO ValuePoint (formerly WSCA-NASPO) contract website:

(Effective 11/1/2015) [www.hpe.com/buy/newhampshire](http://www.hpe.com/buy/newhampshire)

**Band: 4 Servers; Band: 5 Storage, Peripherals and associated options & Services**

Enterprise Inside Sales Representative

(K-12, HIED, State/Local)

**Marcela Montelongo**

Phone: +1 800 2778988 ext. 7811952

[montelongo@hp.com](mailto:montelongo@hp.com)

**Purchase Order Address**

Hewlett Packard Enterprise

Attn: Public Sector Sales

14231 Tandem Blvd

Austin, TX 78728

Ordering Fax: (800) 825-2329

Email: [ORDERS-PROCESSING-USA@hpe.com](mailto:ORDERS-PROCESSING-USA@hpe.com)

**Remit To Address**

Hewlett Packard Enterprise

PO Box 101032

Atlanta, GA 30392-1032

**EFFECTIVE FROM:** October 1, 2015 **Through:** March 31, 2017

**TERMS:** Net 30

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**SPECIFICATIONS:**

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize Participating State /Entity contracts, and which receives prior written approval of the state's chief procurement official. The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4- Server; and, Band 5 – Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **New Hampshire** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State/Entity Modifications or Additions to Master Agreement:

**CONSTRUCTION OF AGREEMENT AND TERMS** -This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**DELIVERY** - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or "Dead on Arrival" shall be returned by the Purchasing Entity and replaced under the Master Price Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this is not possible, the Purchasing Entity reserves the right to either i) cancel the

order or ii) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or a lower price, or iii) have Contractor repair the equipment according to the product warranty.

Shipments must be properly packaged; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all unaccepted items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor.

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity, volume purchase price).

PAYMENTS -Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - The State of New Hampshire will utilize the reporting developed by and available from the lead State for their standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties.

NOTICE: CONDITIONAL NATURE OF AGREEMENT – Notwithstanding anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

#### STATE OF NEW HAMPSHIRE GENERAL TERMS AND CONDITIONS

CONTRACT TERMS AND CONDITIONS The State of New Hampshire's General Terms and Conditions, Contract Terms and Conditions attached hereto as Appendix A are incorporated with the following clarifications. Clause 6, INVOICING, -. It is understood that Vendor will provide one original invoice showing Order Number, Unit and Extension Prices or discounts allowed.(Copies are available electronically via the HP State website, or upon request.)

Clause 8, EVENT OF DEFAULT, REMEDIES, 8.2.2 and 8.2.3 -the remedies and rights described therein are applicable to the purchase order giving rise to the event of default.

Clause 12, INDEMNIFICATION, - Subject to the Limitation of Liability clause the NASPO ValuePoint PC Master Agreement applies.

Clause 12.1, PATENT PROTECTION, - Subject to the Patent, Copyright, Trademark and Trade Secret Indemnification in clause 12 of the NASPO ValuePoint PC Master Agreement apply.

Clause 13 TOXIC SUBSTANCES - It is understood that the MSDS's are available at <http://www.hp.com/hpinfo/globalcitizenship/environment/products/msds-specs.html>, or upon request and are not provided with each shipment.

Clause 18, ENTIRE AGREEMENT - Defers to the Entire Agreement language of this Participating Addendum and Master Agreement.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Stacey Kearns
Address	355 LedgeLawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	Paul Rhodes
Address	25 Capitol St., Concord, NH 03301
Telephone	603-271-3350
Fax	603-271-7564
E-mail	<a href="mailto:Paul.rhodes@nh.gov">Paul.rhodes@nh.gov</a>

6. Partner Utilization: Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities.

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

**A. Reseller Agent Program:**

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett Packard Enterprise ("HPE"). HPE fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HPE Participating State/Entity landing page at [www.hp.com/buy/NASPOVP-PC4E](http://www.hp.com/buy/NASPOVP-PC4E).

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website [www.hp.com/buy/NASPOVP-PC4E](http://www.hp.com/buy/NASPOVP-PC4E).

**B. Fulfillment Subcontractor Program:**

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the

named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HPE Participating State/Entity landing page at [www.hp.com/buy/NASPOVP-PC4E](http://www.hp.com/buy/NASPOVP-PC4E).

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Separation: This Participating Addendum is based on Master Agreement No. MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-134.

**QUESTIONS**: Direct any questions to Paul Rhodes, 603-271-3350 or [paul.rhodes@nh.gov](mailto:paul.rhodes@nh.gov)