

**CONTRACT NO. N1000009993 MA-042-10010064**

**HEWLETT-PACKARD (HP) EQUIPMENT, AND SOFTWARE MAINTENANCE SUPPORT, AND RELATED SERVICES**

This Contract number N1000009993 MA-042-10010064 (hereinafter "Contract"), is made or entered into this 1st day of ~~September~~ July, 2009 or upon execution of all necessary signatures between Hewlett Packard Company (hereinafter "Contractor"), with a place of business 3000 Hanover Street, Palo Alto, CA, 94304-1112, and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 511 N. Sycamore St., Santa Ana, CA, 92701, which may also be referred to herein individually as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – County Master Agreement X1000000387

Attachment B – HP Reference Number 42194489 42954728 (Equipment and Software Listing)

**RECITALS**

WHEREAS, County desires to enter into a Contract with Contractor for HP equipment and software maintenance support; and

WHEREAS, Contractor is willing to provide the services in accordance with the Terms & Conditions of County Master Agreement X1000000387 and Western States Contracting Alliance (WSCA) Master Agreement number A63309; and

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

- 1. Term of Contract:** This Contract shall be in effect from ~~July 1, 2008~~ September 1, 2009 through and including August 31, 2009 2010, ~~renewable for three (3) additional one-year periods,~~ unless otherwise terminated by County. ~~Renewals are contingent upon renewal~~ This section shall supersede the term of contract section in of County Master Agreement X1000000387 and WSCA Master Agreement number A63309 and shall not affect performance under this Contract. The County does not have to give a reason if it elects no to renew this Contract.
- 2. Scope of Contract:** Contractor shall provide the County with HP equipment and software maintenance support in accordance with County Master Agreement number X1000000387 attached herein by this reference.
- 3. Compensation:** This is a fixed price Contract not to exceed ~~\$288,000.00~~ 401,350.00 annually between County and Contractor.
- 4. Invoicing and Payment Instructions:** Invoice shall be mailed to the following address for payment processing:  
County of Orange  
Health Care Agency/Accts Payable  
P.O. Box 689  
Santa Ana, CA, 92702-0689

-Signature Page Follows-

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

**Hewlett Packard Company**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Contractor\*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Contractor\*

\*If the Contractor is a corporation, signatures of two specific corporation officers are required as set forth.

The first corporation signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

The second corporation signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer or 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political  
subdivision of the State of California

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Purchasing Manager I

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

Date \_\_\_\_\_

\_\_\_\_\_  
Deputy County Counsel