



CONTRACT MA-026-18011737 47011624
FOR
HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT
BETWEEN
COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY
AND
HEWLETT PACKARD ENTERPRISE COMPANY, A
DELAWARE CORPORATION



**HARDWARE/SOFTWARE MAINTENANCE AND SUPPORT
 CONTRACT MA-026-47044624 18011737
 BETWEEN
 COUNTY OF ORANGE
 FOR THE OFFICE OF THE DISTRICT ATTORNEY
 AND
 HEWLETT PACKARD ENTERPRISE COMPANY**

This Agreement Contract MA-026-18011737 47044624 for Hardware/Software Maintenance and Support (hereinafter "Contract or Contract MA-026-17011624") is made and entered into as of the date fully executed by and between Hewlett Packard Enterprise Company, a Delaware Corporation, with a place of business at 3000 Hanover Street, Palo Alto, CA 94304-1185 (hereinafter "Contractor"); and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney, which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

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

Attachment A – Payment Information

Attachment B – HP Support Account Overview & Detail

Attachment C – County of Orange Regional Cooperative Agreement MA-017-16010733

RECITALS

WHEREAS, County and Contractor entered into Regional Cooperative Agreement MA-017-16010733 (hereinafter "County RCA MA-017-16010733") for Computer Equipment, Peripherals and Related Services; commencing from October 1, 2015, and expiring on March 31, 2017; and

WHEREAS, County and Contractor renewed Regional Cooperative Agreement MA-017-16010733 (hereinafter "County RCA MA-017-16010733") for Computer Equipment, Peripherals and Related Services; for the additional one (1) year term of April 1, 2017, through and including March 31, 2018; and

WHEREAS, County and Contractor renewed Regional Cooperative Agreement MA-017-16010733 (hereinafter "County RCA MA-017-16010733") for Computer Equipment, Peripherals and Related Services; for the additional two (2) year term of April 1, 2018, through and including March 31, 2020; and

WHEREAS, County desires to enter into a Subordinate Contract with Contractor for Hardware/Software Maintenance and Support for the Office of the District Attorney; and

WHEREAS, Contractor is willing to provide all services specified in County RCA MA-017-16010733 in this Contract;



NOW, THEREFORE, the parties mutually agree:

1. **Term of Contract:** Contractor shall provide Hardware/Software Maintenance and Support to the County commencing on July 1, 2018, through and including June 30, 2019, in accordance with Attachment B. For the purposed of this Contract, this section shall supersede section 2 ("Term of Contract") in County RCA MA-017-16010733. ~~Contractor shall provide Hardware/Software Maintenance and Support to the County commencing on July 1, 2017, through and including June 30, 2018, in accordance with Attachment B. Contract may be renewed contingent upon the renewal of County RCA MA-017-16010733. County does not have to give a reason if it decides not to renew. This section shall supersede section 2 ("Term of Contract") in County RCA MA-017-16010733 and the expiration of MA-017-16010733 shall not affect performance under this Contract.~~
2. **Price and Compensation:** Pricing and compensation shall be set forth as in Attachment B. The County's maximum obligation for this contract term shall not exceed ~~\$226,320.64~~ **\$191,258.22**.
3. **Precedence:** The Contract consists of Pages 1-5, Attachment A (Pages 6-7, Payment Information), Attachment B (Page 8, HP Support Account Overview & Detail), and Attachment C (Page 9 County of Orange Regional Cooperative Agreement MA-017-16010733). In the event of a conflict between or among the Contract documents, the order of precedence shall be the terms contained in Pages 1-5 of the Contract, then Attachment A, then Attachment B, then Attachment C. ~~The Contract consists of this Agreement and Attachment A, Payment Information; and Attachment B, HP Support Account Overview & Detail; and Attachment C, County of Orange Regional Cooperative Agreement MA-017-16010733. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, then Attachment A, then Attachment B, then Attachment C.~~
4. **County Project Manager:** County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor. ~~County's Project Manager may be changed upon verbal or written notice to Contractor, which said change will not require an amendment to this Contract.~~

County Project Manager: Arthur Gonzales

Phone: 714-347-8776

Email: Arthur.Gonzales@da.ocgov.com

5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the addresses stated



herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Office of the District Attorney

Name: Roger Chang

Address 401 Civic Center Drive West
Santa Ana, CA 92701

Email: Roger.Chang@da.ocgov.com

Phone: 714-347-8426

Contractor: Hewlett Packard Enterprise Company

Name: Legal Department

Address: 13600 EDS Drive
Herndon, VA 20171

Email: laurena@hpe.com (Lauren Aloway)

Phone: 650-258-0319

6. **Signature In Counterparts:** The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.

Signature Page Follows



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract MA-026-18011737 17011624 the date set forth opposite their signatures. Contractor shall provide two corporate signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any 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.

Contractor: Hewlett Packard Enterprise Company, a Delaware Corporation

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date



ATTACHMENT A
PAYMENT INFORMATION

~~Payable quarterly in advance, net 30 days upon receipt of an invoice in a format acceptable to the County, verified and approved by the Project Manager and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. Invoices are to be submitted to the following address:~~

~~Office of the District Attorney
Attn: Accounts Payable
Post Office Box 808
Santa Ana, CA 92702-0808~~

~~Contractor shall reimburse County for any monies paid to Contractor for services not provided or when services do not meet Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.~~

~~Contractor will provide a two-part invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:~~

- ~~1. Contractor's name and address~~
- ~~2. Contractor's remittance address, if different from 1, above~~
- ~~3. Name of County agency/department~~
- ~~4. Delivery/Service address~~
- ~~5. Contract number MA-026-17011624~~
- ~~6. Date services rendered~~
- ~~7. Service description, quantity, and prices~~
- ~~8. Sales tax, if applicable~~
- ~~9. Freight, shipping/handling or delivery charges, if applicable~~
- ~~10. Total~~

~~The County offers Contractors the option of receiving payment directly to their bank account via Electronic Fund Transfer (EFT) process in lieu of a check payment. Payments via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in this Contract.~~

- 1. Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Hardware/Software Maintenance and Support as set forth in Attachment B, HP Support Account Overview & Detail.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in



accordance with Attachment B, HP Support Account Overview & Detail. **The County shall have no obligation to pay any sum in excess of the fixed rates specified in this Contract.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be per Attachment B, HP Support Account Overview & Detail:

3. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

4. **Payment Terms – Payment in Advance:** Invoices are to be submitted quarterly in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

5. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

6. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement MA-026-18011737
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total



Invoice and support documentation are to be forwarded to:

Office of the District Attorney
Attn: Accounts Payable
Post Office Box 808
Santa Ana, CA 92702-0808



ATTACHMENT B

HP SUPPORT ACCOUNT OVERVIEW & DETAIL

AMP ID: 04049860D

COVERAGE PERIOD: 7/1/2018 TO 6/30/2019

SUPPORT ACCOUNT REFERENCES:

04049860DEDU – HP REFERENCE NUMBER: 48031510

2M2515029F – HP REFERENCE NUMBER: 48031856

7C960300T4 – HP REFERENCE NUMBER: 48031652

CODAHARDWARE – HP REFERENCE NUMBER: 48031570

COUNTY1289442173 – HP REFERENCE NUMBER: 48031535

EA79LDN32N_LAO_07W1F – HP REFERENCE NUMBER: 48031533

MXN5174553 – HP REFERENCE NUMBER: 48031573

OCDC-EVA1 – HP REFERENCE NUMBER: 48031524

ORANGCOPE – HP REFERENCE NUMBER: 48043775

ORANGCOUNPE – HP REFERENCE NUMBER: 48031514

ORANGCOPE01 – HP REFERENCE NUMBER: 48031576

ORANGCOUNTYPE06 – HP REFERENCE NUMBER: 48031513

ORANGCOUNTYPE07 – HP REFERENCE NUMBER: 48031506

ORANGCOUNTYPE08 – HP REFERENCE NUMBER: 48031508

ORANGCOUNTYPE09 – HP REFERENCE NUMBER: 48031515

THP612N2XV – HP REFERENCE NUMBER: 48008477

USE618F201 – HP REFERENCE NUMBER: 48031649



AMP ID: 04049860D

COVERAGE PERIOD: 7/1/2017 TO 6/30/2018

SUPPORT ACCOUNT REFERENCES:

04049860DEDU – HP REFERENCE NUMBER: 47205567

2M23150001 – HP REFERENCE NUMBER: 47204294

2M2337067K – HP REFERENCE NUMBER: 47204184

2M24010216 – HP REFERENCE NUMBER: 47221236

CODAHARDWARE – HP REFERENCE NUMBER: 47204167

COUNTY1289442173 – HP REFERENCE NUMBER: 47205635

EA79LDN32N LAO 07W1F – HP REFERENCE NUMBER: 47204193

MXN5174553 – HP REFERENCE NUMBER: 47209792

MXQ1140N5K – HP REFERENCE NUMBER: 47205430

MXQ206042Q – HP REFERENCE NUMBER: 47205636

OCDC-EVA1 – HP REFERENCE NUMBER: 47205642

ORANGCOPE – HP REFERENCE NUMBER: 47237422

ORANGCOUNPE – HP REFERENCE NUMBER: 47204278

ORANGCOPE01 – HP REFERENCE NUMBER: 47204164

ORANGCOUNTYPE06 – HP REFERENCE NUMBER: 47204177

ORANGCOUNTYPE07 – HP REFERENCE NUMBER: 47204295

ORANGCOUNTYPE08 – HP REFERENCE NUMBER: 47204302

ORANGCOUNTYPE09 – HP REFERENCE NUMBER: 47204195

USE416WV34 – HP REFERENCE NUMBER: 47210035



ATTACHMENT C

COUNTY OF ORANGE REGIONAL COOPERATIVE AGREEMENT MA-017-16010733