

**Appendix A- Service Level Response Table**

Category	Coverage	Technical Support Type	Phone Response Time	% Phone Response Time Met	OnSite Response Time	% OnSite Response Time Met	Resolution Time	% Resolution Times Met	Service Level Credits Assessed (% Resolution Times Not Met)	Availability
	<b>SERVICE LEVELS</b>									
Fixed Price	Primary Counties	Standard	1 Hour	100%	4 Hours	100%	24 Hours	95-100%**	Less than 95%	M-F 8A-5P excluding State Holidays
Fixed Price	Non-Primary Counties	Standard	1 Hour	100%	6 Hours	100%	24 Hours	95-100%**	Less than 95%	M-F 8A-5P excluding State Holidays
Fixed Price	Primary Counties	Critical	30 Mins	100%	2 Hours	100%**	12 Hours	99.0-100%**	Less than 99%	24 x 7 x 365
Fixed Price	Non-Primary Counties	Critical	30 Mins	100%	4 Hours	100%**	24 Hours	95-100%**	Less than 95%	24 x 7 x 365
Time & Materials	Primary Counties	Standard	4 Hours	95%	8 Hours	95%	48 Hours			M-F 8A-5P excluding State Holidays
Time & Materials	Non-Primary Counties	Standard	4 Hours	95%	Next Bus. Day	95%	72 Hours			M-F 8A-5P excluding State Holidays
Time & Materials	Primary Counties	Critical	2 Hours	100%	4 Hours	95%	24 Hours			24 x 7 x 365
Time & Materials	Non-Primary Counties	Critical	2 Hours	100%	6 Hours	95%	36 Hours			24 x 7 x 365

**\*\* Indicates metrics monitored and subject to Service Level Credits with the exception of Time & Materials.**

Refer to Appendix J for scheduled state holidays for 2012 and 2013.

Time & Materials metrics are service level objectives and are not subject to service level credits.

Service Level Response Table shall not apply to HP EVA hardware maintenance. The response objective is to be on-site within four hours of HP's receipt of the State's request for service. Service is provided 24 hours a day, seven days a week, including IBM holidays.

**Service Level Response Table Column Descriptions**

**Category:** Fixed Price or Time and Materials.

**Coverage:** **Primary** counties include: Cook, DuPage, McHenry, Lake, Sangamon, Will, Winnebago, Champaign, Effingham, Peoria, McLean, Rock Island, Williamson, Madison, and St. Clair. **Non-primary** counties include all Illinois counties excluding the previously defined Primary Counties. See Appendix H for a listing of all counties within Illinois.

**Technical Support Type:** The Critical support type requires 24 x 7 x 365 service availability, as well as faster response and resolution time service levels. This support type will be used for hardware fixes for critical equipment such as mainframe, servers, and storage devices. The Standard support type has Monday through Friday 8 a.m. to 5 p.m. service availability (excluding State Holidays which are set forth in Appedix J, as well as a standard response and resolution time service levels. This support type will be used for hardware fixes for less-than-critical servers, personal computers, printers and peripherals.

**Phone Response Time:** The time span between the initial Maintenance request entered into MRTS or by telephone and the telephone call replying to the Maintenance Request by a Qualified Technician. A call back from an operator or data entry clerk will NOT be considered as an acceptable telephone response.

**% Phone Response Time Met:** Total number of telephone responses within maximum allowed response resolution times / Total number of MRTS Maintenance Requests entered per month rounded to nearest 10th or percent (e.g., 21 MRTS CALLS returned within SLA requirements / 25 MRTS CALLS = 84 % compliance rate).

**Onsite Response Time:** The maximum length of time for a technician to arrive onsite after a Maintenance Request is submitted.

**% Onsite Response Time Met:** Total number of onsite responses within maximum allowed resolution times / Total number of MRTS Maintenance Requests entered per month rounded to nearest 10th or percent (e.g., 21 MRTS CALLS resolved within SLA resolution requirements / 25 MRTS CALLS = 84 % compliance rate).

**Resolution Time:** The measured time between the time when a Maintenance Request is tasked to Vendor and the time when Vendor technician posts the resolution of the Maintenance Request into MRTS. This is measured in business hours and excludes State of Illinois Holidays (See Appendix J) and weekends based on Agency business hours.

**% Resolution Time Met:** Total number of Maintenance Request resolutions within maximum allowed resolution time / Total number of MRTS incidents entered per month rounded to nearest 10th or percent (e.g., 21 MRTS CALLS resolved within SLA requirements / 25 MRTS CALLS = 84 % compliance rate).

**Service Level Credits Assessed (% Resolution Times Not Met):** If Vendor performs below the range for resolution times for a service level, Service Level Credits will be assessed according to percentages, for fixed price maintenance only.

**Availability:** Maintenance Requests may be requested twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year. Maintenance Request responses will be based on contracted Service Levels.

**Appendix B-2 – Time and Materials Pricing**

Service Level	Coverage	TIME AND MATERIALS PRICING					
		Initial Term December 28, 2012 - June 30, 2017	Renewal Option July 1, 2017 - June 30, 2018	Renewal Option July 1, 2018 - June 30, 2019	Renewal Option July 1, 2019 - June 30, 2020	Renewal Option July 1, 2020 - June 30, 2021	Renewal Option July 1, 2021 - June 30, 2022
Critical	Primary Counties	\$67.66	\$69.01	\$70.37	\$71.72	\$73.07	\$74.43
Critical	Non-Primary Counties	\$77.13	\$78.48	\$79.84	\$81.19	\$82.54	\$83.90
Standard	Primary Counties	\$60.89	\$62.25	\$63.60	\$64.95	\$66.31	\$67.66
Standard	Non-Primary Counties	\$70.37	\$71.72	\$73.07	\$74.43	\$75.78	\$77.13

Vendor shall bill the State for parts.

**Appendix C- Time and Materials Inventory List**

Device	Vendor	Model/Type
Monitor	Apple	30" Cinema Display Widescreen Monitor
Monitor	Apple	Apple 23" Flat Panel Monitor
Monitor	Apple	Apple Cinema HD Display
Monitor	Apple	Mac Monitor
Monitor	HP	LA2205wg
Monitor	HP	LA2206x
Monitor	HP	LA2405wg
Monitor	HP	LE1901wm
Monitor	HP	LE1902wm
Monitor	HP	LE2002xm
Monitor	HP	ZR30w
Monitor	LaCie	LaCie Electron 22 Blue III Monitor
Monitor	Radius	Press View Radius Monitor
Netbook	HP	Mini 5103
Netbook	HP	Mini 5104
PC	Apple	Apple Mac G4
PC	Apple	APPLE MACINTOSH
PC	Apple	Apple PowerMac G4
PC	Apple	Apple PowerMac G5
PC	Apple	CUSTOM MACPRO G5
PC	Apple	Mac Pro
PC	Apple	Mac Pro G5
PC	Compaq	EVO
PC	Compaq	Evo D300v
PC	Compaq	Evo D500
PC	Compaq	Evo D510 CMT
PC	Compaq	Professional Workstation AP250
PC	Dell Computer Corporation	Dimension 2400
PC	Dell Computer Corporation	Dimension 4600i
PC	Dell Computer Corporation	Dimension 8100
PC	Dell Computer Corporation	Latitude C810
PC	Dell Computer Corporation	Latitude C840
PC	Dell Computer Corporation	Latitude D400
PC	Dell Computer Corporation	Latitude D600
PC	Dell Computer Corporation	Latitude D610
PC	Dell Computer Corporation	Latitude D620
PC	Dell Computer Corporation	Latitude D800
PC	Dell Computer Corporation	Latitude E6400
PC	Dell Computer Corporation	MXP061
PC	Dell Computer Corporation	OptiPlex 745
PC	Dell Computer Corporation	OptiPlex 755
PC	Dell Computer Corporation	OptiPlex 760
PC	Dell Computer Corporation	OptiPlex 780
PC	Dell Computer Corporation	OptiPlex 960

PC	Dell Computer Corporation	OptiPlex 980
PC	Dell Computer Corporation	OptiPlex 990
PC	Dell Computer Corporation	OptiPlex GX110
PC	Dell Computer Corporation	OptiPlex GX115
PC	Dell Computer Corporation	OptiPlex GX150
PC	Dell Computer Corporation	OptiPlex GX240
PC	Dell Computer Corporation	OptiPlex GX260
PC	Dell Computer Corporation	OptiPlex GX270
PC	Dell Computer Corporation	OptiPlex GX280
PC	Dell Computer Corporation	OptiPlex GX520
PC	Dell Computer Corporation	OptiPlex GX620
PC	Dell Computer Corporation	Precision 530 MT
PC	Dell Computer Corporation	Precision 650
PC	Dell Computer Corporation	Precision 670
PC	Dell Computer Corporation	Precision T3400
PC	Dell Computer Corporation	Precision T3500
PC	Dell Computer Corporation	Precision T7400
PC	Dell Computer Corporation	Precision 330
PC	Dell Computer Corporation	Precision 340
PC	Dell Computer Corporation	Precision 360
PC	Dell Computer Corporation	Precision M60
PC	Dell Computer Corporation	Precision M70
PC	Gateway	E2600
PC	Gateway	E-475M
PC	Gateway	NV57H
PC	Getac	400
PC	Getac	V100
PC	HP	4530s ProBook
PC	HP	505B Microtower PC
PC	HP	6000 Pro
PC	HP	6555b ProBook
PC	HP	8000 Elite
PC	HP	8100 Elite
PC	HP	d220
PC	HP	d530
PC	HP	dc5000
PC	HP	dc5100
PC	HP	dc5700
PC	HP	dc5800
PC	HP	dc7600
PC	HP	dc7608
PC	HP	dc7700
PC	HP	dc7800p
PC	HP	dc7900
PC	HP	dx2000
PC	HP	dx5150
PC	HP	tc4400

PC	HP	xw8000 Workstation
PC	HP	xw8200 Workstation
PC	HP	Elitebook 2540p
PC	HP	Elitebook 2560p
PC	HP	EliteBook 2740p Tablet
PC	HP	EliteBook 2760p Tablet
PC	HP	ProBook 6555b
PC	HP	ProBook 6565b
PC	HP	5100
PC	HP	5700
PC	HP	5800
PC	HP	7600
PC	HP	7700
PC	HP	7800
PC	HP	7900
PC	HP	8000
PC	IBM	ThinkPad R52
PC	IBM	ThinkPad T43
PC	LENOVO	3000 G530
PC	LENOVO	Ideapad Z560
PC	LENOVO	Think Centre M75e
PC	LENOVO	Think Centre M77
PC	LENOVO	ThinkCentre M75e
PC	LENOVO	ThinkCentre M91p
PC	LENOVO	ThinkPad R400
PC	LENOVO	ThinkPad R500
PC	LENOVO	Thinkpad R60
PC	LENOVO	ThinkPad R61
PC	LENOVO	ThinkPad SL510
PC	LENOVO	ThinkPad T400
PC	LENOVO	ThinkPad T43p
PC	LENOVO	ThinkPad T500
PC	LENOVO	ThinkPad T510
PC	LENOVO	ThinkPad T60
PC	LENOVO	ThinkPad T61
PC	LENOVO	ThinkPad X200 Tablet
PC	LENOVO	ThinkPad X201
PC	Matsushita Electric Industrial Co. LTD	CF-19CDBAXVM
PC	Matsushita Electric Industrial Co. LTD	CF-19FDGXCXM
PC	Matsushita Electric Industrial Co. LTD	CF-29LAQGXBM
PC	Matsushita Electric Industrial Co. LTD	CF-30C3PAXBM
PC	Matsushita Electric Industrial Co. LTD	CF-30C3PAZBM
PC	Matsushita Electric Industrial Co. LTD	CF-30CWQADB
PC	Matsushita Electric Industrial Co. LTD	CF-73JCQTJKM
PC	Panasonic Corporation	CF-30K3PAX2M
PC	Panasonic Corporation	CF-30KAPAQ2M
PC	TOSHIBA	Satellite A665

Printer	Cannon	iR 3300
Printer	Cannon	iR 6000
Printer	Cannon	iR C3200
Printer	Cannon	iR C3220
Printer	Dell Computer Corporation	Laser Printer 5100cn
Printer	Dell Computer Corporation	Laser Printer W5300
Printer	Epson	Epson Printer Plotter Stylus Pro 7600
Printer	Epson	FX-890
Printer	Epson	Stylus Pro 7800
Printer	Epson	Stylus Pro 9800
Printer	GCC Technologies	GCC Technologies Elite XL20/1200 printer
Printer	HP	OfficeJet 6110
Printer	HP	OfficeJet 6300 series
Printer	HP	OfficeJet 7400 series
Printer	HP	9250C Digital Sender
Printer	HP	BUSINESS INKJET 2250
Printer	HP	BUSINESS INKJET 2280
Printer	HP	Business Inkjet 2300
Printer	HP	Business Inkjet 2800
Printer	HP	Color LaserJet 2600n
Printer	HP	Color LaserJet 2605dn
Printer	HP	Color LaserJet 2830
Printer	HP	Color LaserJet 2840
Printer	HP	Color LaserJet 3600
Printer	HP	Color LaserJet 3700
Printer	HP	Color LaserJet 3800
Printer	HP	Color LaserJet 4500
Printer	HP	Color LaserJet 4550
Printer	HP	Color LaserJet 4600
Printer	HP	Color LaserJet 4650
Printer	HP	Color LaserJet 4700
Printer	HP	Color LaserJet 4730mfp
Printer	HP	Color LaserJet 5500
Printer	HP	Color LaserJet 5550
Printer	HP	Color LaserJet 5M
Printer	HP	Color LaserJet 8500
Printer	HP	Color LaserJet 8550
Printer	HP	Color LaserJet CM4730 MFP
Printer	HP	Color LaserJet CP1518ni
Printer	HP	Color LaserJet CP2025dn
Printer	HP	Color LaserJet CP2025n
Printer	HP	Color LaserJet CP4005
Printer	HP	Designjet 4000ps (42" sized)
Printer	HP	Designjet 4500ps (42" sized)
Printer	HP	Designjet T1100 24in (24" sized)
Printer	HP	Designjet T1100 44in (44" sized)
Printer	HP	Designjet T1120ps 44in (44" sized)

Printer	HP	Designjet Z6100ps 42in (42" sized)
Printer	HP	Designjet Z6100ps 60in (60" sized)
Printer	HP	Deskjet 6122
Printer	HP	Deskjet 6127
Printer	HP	LaserJet 1100
Printer	HP	LaserJet 1200
Printer	HP	LaserJet 1220
Printer	HP	LaserJet 1300
Printer	HP	LaserJet 1320 series
Printer	HP	LaserJet 2100 Series
Printer	HP	LaserJet 2200
Printer	HP	LaserJet 2300 series
Printer	HP	LaserJet 2430
Printer	HP	LaserJet 3055
Printer	HP	LaserJet 3380
Printer	HP	LaserJet 3390
Printer	HP	LaserJet 4 Plus
Printer	HP	LaserJet 4000 Series
Printer	HP	LaserJet 4050 Series
Printer	HP	LaserJet 4100 Series
Printer	HP	LaserJet 4200
Printer	HP	LaserJet 4240
Printer	HP	LaserJet 4250
Printer	HP	LaserJet 4300
Printer	HP	LaserJet 4345 mfp
Printer	HP	LaserJet 4350
Printer	HP	LaserJet 4Si
Printer	HP	LaserJet 5
Printer	HP	LaserJet 5000 Series
Printer	HP	LaserJet 5100 Series
Printer	HP	LaserJet 5200
Printer	HP	LaserJet 5Si
Printer	HP	LaserJet 6P
Printer	HP	LaserJet 8000 Series
Printer	HP	LaserJet 8100 Series
Printer	HP	LaserJet 8150 Series
Printer	HP	LaserJet 9000 Series
Printer	HP	LaserJet 9040
Printer	HP	LaserJet 9050
Printer	HP	LaserJet M1522nf MFP
Printer	HP	LaserJet M2727nf MFP
Printer	HP	LaserJet P3005
Printer	IBM	Infoprint 1140
Printer	Imagistics	Imagistics im5520
Printer	Konica	MINOLTA 200
Printer	Konica	MINOLTA 222
Printer	Konica	MINOLTA 362



Printer	Konica	MINOLTA bizhub 361
Printer	Konica	MINOLTA bizhub 421
Printer	Konica	MINOLTA bizhub 501
Printer	Konica	MINOLTA bizhub 601
Printer	Konica	MINOLTA bizhub 751
Printer	Konica	MINOLTA bizhub C552
Printer	Konica	MINOLTA bizhub PRO 950
Printer	Kyocera	CS-C4035E
Printer	Kyocera	FS-9120DN
Printer	Kyocera	FS-C5016N
Printer	Kyocera	FS-C5020N
Printer	Kyocera	KM-2050
Printer	Kyocera	KM-4035
Printer	Lexmark	C510
Printer	Lexmark	C522
Printer	Lexmark	C524
Printer	Lexmark	C534
Printer	Lexmark	C710
Printer	Lexmark	C720
Printer	Lexmark	C772
Printer	Lexmark	E234n
Printer	Lexmark	E312L
Printer	Lexmark	E320
Printer	Lexmark	E340
Printer	Lexmark	E350d
Printer	Lexmark	E450dn
Printer	Lexmark	M410
Printer	Lexmark	M412
Printer	Lexmark	Optra C
Printer	Lexmark	Optra E+
Printer	Lexmark	Optra N
Printer	Lexmark	Optra S
Printer	Lexmark	Optra S 1250
Printer	Lexmark	Optra S 1255
Printer	Lexmark	Optra S 1255
Printer	Lexmark	Optra S 1620
Printer	Lexmark	Optra S 1625
Printer	Lexmark	Optra S 1650
Printer	Lexmark	Optra S 1855
Printer	Lexmark	Optra S 2450
Printer	Lexmark	Optra S 2455
Printer	Lexmark	Optra S 2455
Printer	Lexmark	Optra SC 1275
Printer	Lexmark	Optra Se 3455
Printer	Lexmark	Optra Se 3455
Printer	Lexmark	Optra Se 3455
Printer	Lexmark	Optra Se 3455

Printer	Lexmark	
Printer	Lexmark	Optra T610
Printer	Lexmark	Optra T612
Printer	Lexmark	Optra T612
Printer	Lexmark	Optra T614
Printer	Lexmark	Optra T614
Printer	Lexmark	Optra T616
Printer	Lexmark	Optra T616
Printer	Lexmark	Optra W810
Printer	Lexmark	T420
Printer	Lexmark	T430
Printer	Lexmark	T520
Printer	Lexmark	T520
Printer	Lexmark	T522
Printer	Lexmark	T622
Printer	Lexmark	T630
Printer	Lexmark	T632
Printer	Lexmark	T634
Printer	Lexmark	T642
Printer	Lexmark	T644
Printer	Lexmark	W820
Printer	Lexmark	W840
Printer	Oce	X264dn
Printer	Oce	fx3000
Printer	Okidata	VarioLink 3050cp
Printer	Ricoh	C8800
Printer	Ricoh	Aficio 2060
Printer	Ricoh	Aficio 3245C
Printer	Ricoh	Aficio AP600N
Printer	Ricoh	Aficio AP610N
Printer	Ricoh	Aficio MP 6000
Printer	Ricoh	Aficio MP C3300
Printer	Ricoh	Aficio MP C3500
Printer	Unisys	Aficio SP C811DN
Printer	Xerox	Unisys UDS9724+
Printer	Xerox	6050 WIDE FORMAT V3.3.04 Printer
Printer	Xerox	DocuColor 252 with EFI Fiery Controller;
Printer	Xerox	DocuColor X12
Printer	Xerox	DocuColor® 7002/8002 Digital Press ; DocuSP 7.0_SP-2_(72
Printer	Xerox	Document Centre 440ST
Printer	Xerox	DocuTech 180 Highlight Color System ; DocuSP 7
Printer	Xerox	DocuTech 6180; DocuSP 5
Printer	Xerox	DocuTech® 180 Highlight Color System ; DocuSP 6.0_SP-2_(6
Printer	Xerox	Phaser 6200 DP
Printer	Xerox	Phaser 6250DP

Printer	Xerox	Phaser 6250DT
Printer	Xerox	Phaser 6300N
Printer	Xerox	Phaser 6350DP;PS3
Printer	Xerox	Phaser 6350DP;PS5
Printer	Xerox	Phaser 6350DT;PS3
Printer	Xerox	Phaser 6350DT;PS5
Printer	Xerox	Phaser 6350DX;PS5
Printer	Xerox	Phaser 6360DN;OS7
Printer	Xerox	Phaser 6360DN;OS8
Printer	Xerox	Phaser 6360DT;OS7
Printer	Xerox	Phaser 6360N;OS7
Printer	Xerox	Phaser 7300 DT
Printer	Xerox	Phaser 7300 N
Printer	Xerox	Phaser 7400DN
Printer	Xerox	Phaser 7400DT
Printer	Xerox	Phaser 7760GX
Printer	Xerox	Phaser 8500N
Printer	Xerox	Phaser 8860MFP
Scanner	Agfa	Xerox Phaser 7760DX
Scanner	Epson	ScanR AGFA T2500 Scanner
Scanner	Microtek	EPSON 9800 Scanner
Scanner	Microtek	Microtek 9800XL ScanR Scanner
Scanner	Microtek	Scan Maker i900 Microtek
Scanner	Microtek	ScanR 1800F Scanner
Thin Client	HP	ScanR SCANMAKER I700
Thin Client	HP	t5740
		t5745

**Appendix D – Invoicing Requirements**

Data Element	Description Of Data Element
Sequence	Sequence of billing entries 1 to N incremented by 1
Billing_Invoice_Number	Vendor generated billing invoice number for current bill
Requesting Customer Agency	State or Agency name or abbreviation of agency receiving the service – Refer to Appendix I for the Standard Agency Abbreviations
Reference_Number	State or Agency ticket number or CMS Remedy AR System help desk ticket number
Requesting Billing Agency Account Number	Unique billing identifier for each State or Agency entity (Agency, Board, Commission, etc) used by the Vendor for identification of account.
Service Vendor_Name	The entity providing Services, whether the Vendor or a subcontractor.
Resolution_Description	Unique description (searchable among all tickets by unique phrase) standards based description of Technician work performed: uniquely searchable and globally used text phrase entry description (e.g., "installed toner cartridge", not "ins. Ton cart", or "installed toner", or "cartridge installed"). "Work Performed" is not adequate for response.
Device_Type	Description of Device (Laptop, Handheld, Desktop, Mainframe, UPS, Internal Tape Drive, External Tape Drive, CMOS Battery, UPS Battery replacement, etc.)
Service_Report_#	Vendor invoice number corresponding to line items billing of paper signoff from State or Agency personnel for work performed
Onsite Contact	Onsite Contact
Service_Date	Date of line item service performed and/or billed (onsite, bench, other)
Manufacturer	Name of manufacturer of device being serviced (Lenovo, IBM, APC, HP, Toshiba)
Model	Model of item being serviced
Serial_#	Serial number of device being serviced
Disp_Bill_Code	Dispatch code for level of service being provided (should correspond to Service Level Response Table in Appendix A)
Part_Num	Manufacturer part number for parts replaced
Parts_Amt	Price for part replaced
Quantity_Parts_Replaced	Quantity of parts replaced
Hours_of_Labor	Hours of labor needed to replace part(s)
Hourly_Labor_Rate	Hourly labor rate used for this service call line item
Labor_Amt	Dollar amount of labor billed for this part
Other_Bill_MISC_Price	Misc billable charge if applicable

Data Element	Description Of Data Element
Price	$\text{Billable price for line item} = (\text{Parts\_Amt} * \text{Quantity\_Parts\_Replaced}) + (\text{Hours\_of\_Labor} * \text{Labor\_Amt}) + \text{Other\_Bill\_MISC}$

Vendor billing will be made up of system generated invoices and/or worksheet files that contain billing data element detail.

**Fixed Price Maintenance Billing:**

Vendor shall bill Fixed Price maintenance to each Agency directly on a monthly basis, or as otherwise agreed in a Transaction Document. The Fixed Price maintenance monthly bill shall identify and include any service level credits due for that month's billing cycle.

The following data elements in the table above are captured for Fixed Price maintenance: Billing Invoice Number, Requesting Agency, Requesting Billing Agency Account Number, Service Date, Model, Serial Number, and Price.

**Time and Materials Maintenance Billing:**

Time and Materials Billing will be billed to the Agency within 60 days of the date the work was performed

Time and Materials Billing:

- Time and Material charges will reflect a minimum of one (1) hour, with subsequent charge periods billed in increments of fifteen (15) minutes. IBM will only bill hourly labor repair time plus parts. The state will not be charged travel time.
- Time and Material charges will be billed to the Agency within 60 days of the date the work was performed.

All of the data elements in the table above are captured for Time and Materials maintenance. The vendor will provide a summary invoice of time and material activity, along with a worksheet that details the specific data elements in the table above.

### Appendix E – Repair Service Process

The following constitutes an overview of the Repair Service Process. Additional Requirements are set forth in section 2.2.5 of the contract.

1. Update MRTS at each change in status. It is the responsibility of Vendor's Account Manager to investigate any lapse of status changes in excess of 48 hours and to update the initiating Agency as to the cause of the lapse via MRTS.
2. Notify the Agency designated contact in MRTS (may not be at the same location) when the technician has arrived at the location which the Maintenance Request references before commencing work.
3. Procedures for any Time and Materials Maintenance Requests that are estimated to cost less than \$800 will be established by mutual agreement of the parties during Transition Management.
4. Vendor must contact the Agency designated contact who initiated the Maintenance Request for approval before commencing a Time and Materials Maintenance Request if the estimated repair costs (labor and parts) exceeds \$800.00. Fixed Price Maintenance should be repaired in accordance with the contract.
5. Vendor completes the necessary repair or resolution after obtaining the necessary approval to complete the repair for Time and Material maintenance requests. Fixed Price maintenance requests will not require permission for repair and resolution activity.
6. Vendor informs through MRTS the initiating Agency's Point of Contact of the completion and resolution of the Maintenance Request.
7. Vendor updates the Maintenance Request in MRTS and documents with the appropriate resolution of the Maintenance Request.
8. Vendor will close the Maintenance Request when the failed Machine is returned to manufacturer specifications and then provides an update in MRTS for State to view closed incident.

## Appendix F – Maintenance Request Tracking Data Fields

Data fields available within Vendor's MRTS system:

- Description
- Telephone and extension number
- Site address
- Facility name
- Room number
- Building
- Street, City, Zip+4
- Onsite contact, last name, first name
- State Helpdesk ticket number
- Assigned vendor(s)
- Subcontractor ticket number
- Serial number of device
- Computer name
- Server name
- Warranty or non-warranty status indicator
- Description of equipment
- Special instructions
- State onsite contact name
- State onsite contact telephone number and extension
- Name of contact for site admission and access
- Initial date and time of service call by State agency
- Estimated time of onsite arrival
- Status codes (such as time of contact)
- Technician initial date
- Time of dispatch
- Departure date
- Comments fields for description of technician work performed

MRTS does not include data fields related to pricing and parts costs. This type of data is available to the State in a separate report, outside of MRTS.

The data fields set forth above will allow Vendor to provide the reports required in section 2.10 of the contract.

Appendix G - MRTS Technical Specifications

The MRTS Technical Specifications shall be mutually agreed upon by the parties pursuant to section 2.2.6 herein.



**Appendix H – State of Illinois Counties**  
 Primary and non-primary designation for service

County	Designation	County	Designation	County	Designation	County	Designation
Adams	Non-Primary	Ford	Non-Primary	Livingston	Non-Primary	Randolph	Non-Primary
Alexander	Non-Primary	Franklin	Non-Primary	Logan	Non-Primary	Richland	Non-Primary
Bond	Non-Primary	Fulton	Non-Primary	Macon	Non-Primary	Rock Island	<b>Primary</b>
Boone	Non-Primary	Gallatin	Non-Primary	Macoupin	Non-Primary	Saline	Non-Primary
Brown	Non-Primary	Greene	Non-Primary	Madison	<b>Primary</b>	Sangamon	<b>Primary</b>
Bureau	Non-Primary	Grundy	Non-Primary	Marion	Non-Primary	Schuyler	Non-Primary
Calhoun	Non-Primary	Hamilton	Non-Primary	Marshall	Non-Primary	Scott	Non-Primary
Carroll	Non-Primary	Hancock	Non-Primary	Mason	Non-Primary	Shelby	Non-Primary
Cass	Non-Primary	Hardin	Non-Primary	Massac	Non-Primary	St. Clair	<b>Primary</b>
Champaign	<b>Primary</b>	Henderson	Non-Primary	McDonough	Non-Primary	Stark	Non-Primary
Christian	Non-Primary	Henry	Non-Primary	McHenry	<b>Primary</b>	Stephenson	Non-Primary
Clark	Non-Primary	Iroquois	Non-Primary	McLean	<b>Primary</b>	Tazewell	Non-Primary
Clay	Non-Primary	Jackson	Non-Primary	Menard	Non-Primary	Union	Non-Primary
Clinton	Non-Primary	Jasper	Non-Primary	Mercer	Non-Primary	Vermilion	Non-Primary
Coles	Non-Primary	Jefferson	Non-Primary	Monroe	Non-Primary	Wabash	Non-Primary
Cook	<b>Primary</b>	Jersey	Non-Primary	Montgomery	Non-Primary	Warren	Non-Primary
Crawford	Non-Primary	Jo Daviess	Non-Primary	Morgan	Non-Primary	Washington	Non-Primary
Cumberland	Non-Primary	Johnson	Non-Primary	Moultrie	Non-Primary	Wayne	Non-Primary
De Witt	Non-Primary	Kane	Non-Primary	Ogle	Non-Primary	White	Non-Primary
DeKalb	Non-Primary	Kankakee	Non-Primary	Peoria	<b>Primary</b>	Whiteside	Non-Primary
Douglas	Non-Primary	Kendall	Non-Primary	Perry	Non-Primary	Will	<b>Primary</b>
DuPage	<b>Primary</b>	Knox	Non-Primary	Piatt	Non-Primary	Williamson	<b>Primary</b>
Edgar	Non-Primary	La Salle	Non-Primary	Pike	Non-Primary	Winnebago	<b>Primary</b>
Edwards	Non-Primary	Lake	<b>Primary</b>	Pope	Non-Primary	Woodford	Non-Primary
Effingham	<b>Primary</b>	Lawrence	Non-Primary	Pulaski	Non-Primary		
Fayette	Non-Primary	Lee	Non-Primary	Putnam	Non-Primary		

**Appendix I – State of Illinois Agencies, Boards and Commissions Standard Abbreviations**

<b>Agency, Board or Commission Name</b>	<b>ABR</b>
ABANDONED MINES & RECLAMATION COUNCIL	AMC
ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS	OIC
AGING	AGE
AGRICULTURE	AGR
ALCOHOL & SUBSTANCE ABUSE	ASA
ATTORNEY GENERAL	ATG
AUDITOR GENERAL	DAU
BCCS SUPPORT	FIN
BENEFITS CTR-URBANA CAMPUS	UBC
BOARD OF ELECTIONS	BOE
BOARD OF HIGHER EDUCATION	BHE
CAPITOL DEVELOPMENT BOARD	CDB
CENTRAL MANAGEMENT SERVICES	CMS
CHICAGO STATE UNIVERSITY	CSU
CHILDREN AND FAMILY SERVICES	CFS
CIVIL SERVICE COMMISSION	CSC
CMS - LT GOVERNOR'S OFFICE	LTG
COMMERCE AND ECONOMIC OPPORTUNITY	DCA
COMMERCE COMMISSION	ICC
COMMISSION ON HUMAN RIGHTS	HRC
COMPREHENSIVE HEALTH INSURANCE PLAN	HIP
COMPTROLLER	IOC
CONSERVATION	CON
CORRECTIONS	DOC
COURT OF CLAIMS	xxx
COURT OFFICIALS	CRT
DEAF & HARD OF HEARING COMM	DHH
DEPARTMENT OF REHABILITATION SERVICES	ORS
EMPLOYMENT SECURITY	DES
EMPLOYMENT SECURITY (IOI)	IOI
ENVIRONMENTAL PROTECTION AGENCY	EPA
EXECUTIVE ETHICS COMMISSION	EEC
FINANCIAL & PROFESSIONAL REGULATION	FPR
FINANCIAL & PROFESSIONAL REGULATION - IFI	IFI
FINANCIAL & PROFESSIONAL REGULATION - BRE	BRE
FINANCIAL & PROFESSIONAL REGULATION - DRE	DRE
FINANCIAL & PROFESSIONAL REGULATION - INS	INS
GENERAL ASSEMBLY RETIREMENT SYSTEM	GEN
GOVERNOR'S OFFICE	GOV
GOVERNOR'S PURCHASE CARE REVIEW BOARD	GPC
GOVERNORS STATE UNIVERSITY	GSU
GOVERNORS STATE UNIVERSITY - BOG	BOG
GUARDIANSHIP AND ADVOCACY COMMISSION	GAC
HEALTH AND FAMILY SERVICES	HFS
HEALTH CARE COST CONTAINMENT	IHC
HEALTH INFORMATION TECHNOLOGY	HIT
HEALTHCARE & FAMILY SERVICES	AID
HISTORIC PRESERVATION AGENCY	HPA
HUMAN RIGHTS COMMISSION	HRC
HUMAN RIGHTS COMMISSION - TIRC	TIR
HUMAN RIGHTS, (DEPARTMENT OF)	DHR

HUMAN SERVICES	DHS
HUMAN SERVICES - VOCATIONAL & REHABILITATION SERVICES	DVR
IDOT/CATS	CAT
IL NATURAL RESOURCES	INR
ILLINOIS ARTS COUNCIL	IAC
ILLINOIS BUILDING COMMISSION	IBC
ILLINOIS CENTURY NETWORK	ICN
ILLINOIS COMMUNITY COLLEGE BOARD	CCL
ILLINOIS COUNCIL ON DEVELOPMENTAL DISABILITIES	IPD
ILLINOIS EMERGENCY MANAGEMENT AGENCY	ESD
ILLINOIS EMERGENCY MANAGEMENT AGENCY - DNS	DNS
ILLINOIS FINANCE AUTHORITY	IFA
ILLINOIS HOUSING DEVELOPMENT AUTHORITY	HDA
ILLINOIS LABOR RELATIONS BOARD	LRB
ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD	PTB
ILLINOIS POWER AGENCY	IPA
ILLINOIS RACING BOARD	IRB
ILLINOIS STATE BOARD OF INVESTMENTS	BOI
ILLINOIS STATE LIBRARY	ISL
ILLINOIS STATE TOLL HIGHWAY AUTHORITY	STA
ILLINOIS STATE UNIVERSITY	ISU
INS/SPEC DEPUTY/BD OF LIQUID	BOL
INSURANCE	INS
IOCI GRAPHIC ARTISTS	ART
JOINT COMMITTEE ON ADMINISTRATIVE RULES	JCA
JUDGES RETIREMENT SYSTEM	JRS
JUDICIAL INQUIRY BOARD	JIB
JUVENILE JUSTICE	DJJ
LABOR	LAB
LAW ENFORCEMENT TRAINING AND STANDARDS	LET
LEGISLATIVE INSPECTOR GENERAL	LIG
LIEUTENANT GOVERNER	OLG
LIEUTENANT GOVERNOR - RURAL AFFAIRS COUNCIL	RAC
LINCOLN LAND COMMUNITY COLLEGE	LLC
LIQUOR CONTROL COMMISSION	LCC
LOCAL LABOR RELATIONS BOARD	LLR
LOTTERY	LOT
MATHEMATICS AND SCIENCE ACADEMY	MSA
MEDICAL DISTRICT COMMISSION	MCC
MENTAL HEALTH	DMH
MILITARY AFFAIRS	DMN
MINES & MINERALS	DMM
NATURAL RESOURCES	DNR
NORTHEASTERN ILLINOIS UNIVERSITY	NEI
NORTHERN ILLINOIS UNIVERSITY	NIU
NUCLEAR SAFETY	NSC
OFFICE OF BUDGET AND MANAGEMENT	BOB
OFFICE OF EXECUTIVE INSPECTOR GENERAL	OIG
OFFICE OF MANAGEMENT AND BUDGET	OMB
OFFICE OF THE ARCHITECT OF THE CAPITOL	OAC
OFFICE OF THE COMPTROLLER	COM
OFFICE OF THE STATE APPELLATE DEFENDER	SAD
PENSION LAWS COMMISSION	PLC
POLLUTION CONTROL BOARD	PCB
PRAIRIE STATE 2000 AUTHORITY	PSA

PRISONER REVIEW BOARD	PRB
PROCUREMENT POLICY BOARD	PPB
PROPERTY TAX APPEAL BOARD	PTA
PUBLIC HEALTH	DPH
REVENUE	REV
RURAL BOND BANK	RBB
SAVINGS & LOAN COMMISSION	SLC
SECRETARY OF STATE	SOS
SEX OFFENDER MANAGEMENT BOARD (w/Attorney General's Office)	SOB
SOS/COURT OF CLAIMS	COC
SOUTH SUBURBAN COLLEGE	SSC
SOUTHERN ILLINOIS UNIVERSITY -CARBONDALE	SIU
SOUTHERN ILLINOIS UNIVERSITY -EDWARDSVILLE	SIE
STATE APPELLATE DEFENDER	OAD
STATE BOARD OF EDUCATION	IOE
STATE BOARD OF ELECTIONS	SBE
STATE EMPLOYEES RETIREMENT SYSTEM	SER
STATE FIRE MARSHAL, OFFICE OF	SFM
STATE GEOLOGICAL SURVEY DIV	SGS
STATE POLICE	ISP
STATE POLICE MERIT BOARD	PMB
STATE UNIVERSITIES CIVIL SERVICE SYSTEM	UCS
STATE'S ATTORNEYS APPELLATE PROSECUTOR	SAA
STUDENT ASSISTANCE COMMISSION	ISC
SUPREME COURT HISTORIC PRESERVATION COMMISSION	HPC
TEACHERS' RETIREMENT SYSTEM	TRS
TECHNOLOGY OFF/OFFICE OF GOVERNOR	STO
TOLL HIGHWAY AUTHORITY	THA
TRANSPORTATION	DOT
TREASURER	ITO
U OF I INVOICE PROCESSING CENTER	CBC
UNIVERSITIES RETIREMENT SYSTEM	URS
UNIVERSITY OF ILLINOIS	UOI
UNIVERSITY OF ILLINOIS - SPRINGFIELD	SBC
UOI - COLLEGE OF MEDICINE	PBC
UOI - SPECIALIZED CHILD CARE	DBC
UOI @ CHGO, COLLEGE OF MEDICINE	RBC
VETERANS' AFFAIRS	DVA
VIOLENCE PREVENTION AUTHORITY	VPA
WESTERN ILLINOIS UNIVERSITY	WIU

Appendix J – State of Illinois Holiday Schedule\*

Holiday	2013
New Year's Day	Tuesday, January 1
Martin Luther King Day	Monday, January 21
Lincoln's Birthday	Tuesday, February 12
Washington's Birthday (President's Day)	Monday, February, 18
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day	Monday, October 14
General Election Day	
Veterans' Day	Monday, November 11
Thanksgiving Day	Thursday and Friday, November 28 and 29
Christmas Day	Wednesday, December 25

\*This Schedule is subject to change.



# Attachment 1 - Master Services Attachment for ServiceElite – Modified

## 1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware products (called "Eligible Machines"). Services are available for Eligible Machines normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Machines, the Services that apply to them, and the Services transaction contract period in Schedules that reference the State of Illinois' Statewide Master Contract for Hardware Maintenance, which includes this Attachment, and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service as specified in a Schedule.

## 2. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block below).

## 3. Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Machines to be covered at each Specified Location and to notify IBM whenever you move, add, or delete Eligible Machines at an existing Specified Location or set up new Specified Locations;
2. that when an applicable Service includes IBM providing you with access codes to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Machines and Services identified in Schedules;
3. to provide IBM with the necessary information it requests to perform Services which are related to its provision of the Services to you and to notify IBM of any changes;
4. to pay any communications charges associated with accessing these Services including but not limited to phone and internet connection charges, unless IBM specifies otherwise in writing;
5. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise;
6. to securely erase from any Machine that you return to IBM for any reason all programs not provided by IBM with the Machine and data, including without limitation, the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data") and 2) your confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, you agree to transform such information (e.g. by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all monetary funds from Machines returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that you return to IBM. You acknowledge that, to perform its responsibilities, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, and you authorize IBM to do so; and
7. acknowledge that Services will be performed on-site at your location, and off-site at IBM location(s). You also understand and acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of Services.

## 4. Mutual Responsibilities

Each of us will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export of certain uses or to certain end users, and each of us will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each of us shall provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

## 5. Automatic Inventory Increase for Machine and Software Maintenance Services

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated Services at Specified Locations per the terms set out below.

### OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location, unless agreed upon in writing by both parties.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

## 7. Charges and Payment

### OPTION #2 FULL - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for Eligible Machine configurations and Services will not increase. All newly added Eligible Machines and Services, as well as changes to existing Eligible Machine configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Machines and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

### THE FOLLOWING CHARGE ADJUSTMENT TERMS APPLY.

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location is affected by a change that results in additional costs (e.g. a change in tax rates), Eligible Machine type, or Service is added, deleted, or changed.

## 8. Services

### Managed Maintenance Solution for Cisco Storage Products

For those Eligible Cisco Machines specified in the Schedule, IBM will provide Managed Maintenance Solution for Cisco Storage Products (hereinafter referred to as "Service" or "MMS for Cisco Storage Products") consistent with your selected Service level. In addition, for Cisco Firmware installed on covered Eligible Cisco Machines, IBM will support each major release and version of the Cisco Firmware for the contracted period or until the announced Cisco End of Firmware maintenance date.

IBM requires up to 30 days to implement support on all Eligible Cisco Machines you add to this contract or relocate while under this contract. However, IBM will make a commercially reasonable effort to provide support to you sooner if you have a specific Service request.

The Schedule will identify the Eligible Cisco Machines by Specified Location, Service support level, and period for which you have contracted this Service. All Eligible Cisco Machines by type at a given Specified Location must be maintained at the same Service support level. Eligible Cisco Machines will not be automatically added to your covered inventory and this Service will not automatically renew. You may request to add or continue Service for Eligible Cisco Machines but such will be accomplished by issuance of a new Schedule that will document the new prepaid period and the charges that apply for such.

### **Service Definitions**

**Firmware** -is the supported releases of those Cisco operating system (only) programs which are installed on the Hardware.

**Four-Hour Response** -is the four hour time period commencing upon IBM's problem diagnosis and determination that remedial On-Site Service is required and ending when IBM's personnel arrive on-site.

**Hardware** -is those Eligible Cisco Machines that you currently have covered under this Service contract.

**Local Time** -is local time Monday through Friday (excluding our observed holidays).

**Remedial Hardware Maintenance** -is diagnosis and on-site replacement of Hardware components with FRU(s).

**Service Support Levels** (applicable level for each Eligible Cisco Machine will be identified in the Schedule)

#### **On-site Services:**

1) MMS for Cisco Storage Products On-site 8x5xNext Business Day: Next business day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Local Time provided IBM's determination that on-site Service is required has been made before 3:00 p.m. Local Time the prior day (otherwise, second business day will be provided for calls placed after 3:00 p.m. Local Time).

2) MMS for Cisco Storage Products On-site 24x7x4: Four-Hour Response for Remedial Hardware Maintenance 24 hours per day, seven days per week including observed holidays, together with parts, labor and materials.

Note: IBM will use commercially reasonable efforts to provide you with the Service support level you select. Some elements of the Service are subject to geographic and weight restrictions depending upon your location. You can check to see where a specific level of Service is available by accessing the Cisco Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>

FRUs will be shipped using Cisco preferred carriers, freight prepaid by Cisco. If you would like to use the services of an alternative carrier then this will be at your expense. Cisco will provide you with parts that are either new or equivalent to new. On-site Services are not available for certain consumables (for example, cables, power cords and mounting hardware).

### **IBM Responsibilities**

IBM will:

1. perform initial problem determination remotely via the IBM Remote Support Center ("RSC") for every Hardware and Firmware Service request;
2. dispatch a Service technician if, at IBM's sole determination, on-site support is required for a Hardware problem;
3. assist in providing work-around solutions to reported Firmware problems, or work with Cisco to implement a patch to correct newly reported problems;
4. provide you with Firmware updates and, if you have paid for a Feature Set Upgrade license with support, updates for such Feature Set Upgrade, when the updates are available and you request them from IBM. Firmware updates and any supporting documentation will be made available from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Firmware release. You can, however, purchase additional copies from Cisco;
5. authorize you for access to the IBM RSC which is available 24 hours per day, seven days per week to assist with your Hardware and Firmware use, configuration and troubleshooting issues and access to Cisco.com; and



6. authorize you for electronic access to Cisco Connection Online ("CCO"). CCO provides you with technical and general information on Cisco Hardware and Firmware, access to Cisco's online Firmware library, and solutions to known Firmware problems.

### **Your Responsibilities**

You agree to:

1. contact IBM for all Service requests;
2. follow all Cisco and IBM provided guidelines (such as operators manuals and call placement procedures) pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request;
3. upon request, provide IBM temporary access to your Hardware via modem or the Internet for remote problem diagnosis and correction. You are responsible for supplying the modem and telephone lines required at your facility and providing IBM temporary user access to the Hardware while under your control. You remain responsible for the security of your information. You agree to maintain procedures for reconstruction of lost or altered files, data, and programs;
4. upgrade to the most current Firmware level which contains corrective code to correct a reported Firmware problem or if needed to assist with problem determination;
5. provide IBM with one month's written notice for moves, additions, or deletions of Hardware. You also agree to notify IBM of any modification to the Hardware or Firmware configuration, including upgrades or changes to FRUs not in the original configuration, within 30 days of such modification;
6. when requested, provide a list of all your personnel that you have authorized to use IBM and Cisco resources (e.g. RSC, CCO, Cisco.com) under this Service;
7. provide an appropriate work environment and reasonable access including working space with heat, light, ventilation, electric current and outlets, and local telephone extension in proximity to the Hardware for the use of Service personnel;
8. back-up Firmware images and configurations on a regular basis and provide those images and configurations to Service personnel in connection with Remedial Hardware Maintenance;
9. ensure all Hardware is installed below ten feet. For Hardware installed above four feet, provide ladders that reach the height of the Hardware;
10. provide Terminal File Transfer Protocol (TFTP) capabilities or Internet access for the purpose of downloading Firmware images by service personnel; and
11. provide safety and security protection for Service personnel when they must work at your unmanned sites.

### **IBM's Service support does not cover:**

1. performing Hardware or Firmware installation, configuration, or customization;
2. furnishing of any Hardware and/or memory upgrade required to run new or updated Firmware;
3. service of features, parts, devices, or Firmware not supplied by either Cisco or IBM;
4. furnishing accessories and supply items or replacing expendable parts (such as cables, power cords, and rack mounting kits);
5. service of Hardware damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
6. service of Hardware used other than as specified in applicable Cisco-supplied documentation;
7. service of Hardware with removed or altered machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible;
9. service of Hardware alterations;
10. electrical or site work external to the Hardware; and
11. service of Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such service (e.g. hoist, harness, ladder in excess of eight feet).

Hardware must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect Hardware within one month from the start of Service. If the Hardware is not in an acceptable condition for Service, IBM will notify you and you may either 1) have the Hardware restored for a separate charge or 2) terminate coverage and pay IBM for inspection and Service charges incurred on your behalf.

Upon written notice, IBM may terminate coverage for Cisco products due to lack of Cisco technical support or available repair parts.

### **Service for Machines Withdrawn from IBM Maintenance**

IBM will provide repair Service for Machines, as described in our Agreement, for those Eligible IBM Machines, specified in the Schedule, for which generally available repair Service has been formally withdrawn. This Service does not include preventive maintenance or engineering change management. This Service does not cover correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem.

Repair of these Machines is subject to the availability of repair parts and skilled technical support. Upon written notice, IBM may terminate coverage for an Eligible IBM Machine due to lack of available repair parts or lack of skilled technical support. After an initial coverage period of one year, IBM may also terminate coverage for any other reason on one month's written notice to you.

Eligible IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

**Termination by You** You may terminate this Service for any or all Machines on one month's written notice to IBM.

### **Enhanced Parts Inventory**

Machines must be covered under IBM warranty or an IBM maintenance services agreement to be eligible for this Service.

IBM will establish and maintain an inventory of spare Machine parts to be used in maintenance repair services performed by IBM on your Eligible Machines specified in the Schedule. IBM will identify whether the parts are to be stored at your Specified Location or an IBM location. The parts remain IBM property until IBM installs them in your Eligible Machines.

IBM will:

1. perform reviews for purposes of restocking parts removed for use in repairs and deleting parts no longer needed;
2. for parts to be stored at your Specified Location, have IBM service technicians provide the initial and restocking inventory; and
3. have an IBM service technician remove all remaining parts inventory at your Specified Location when this Service is terminated.

Whenever both of us agree to store Eligible Machine repair parts at your Specified Location, you also agree:

1. to provide secure storage space for all parts stored at your Specified Location;
2. to provide IBM service technicians easy access to the secure storage space so that they may promptly store, inspect, and remove the parts whenever they deem necessary; and
3. that while in storage,
  - a. you are responsible for the parts and will be separately charged for any parts that IBM finds to be missing, used, or damaged, and
  - b. parts remain the property of IBM and will be subject to IBM parts control procedures and must be made available for return to IBM upon our request.

When parts are stored at your Specified Location, you agree to notify IBM, in writing, whenever you change the location of Machines supported under this Service or the location of the stored parts.

While the parts are stored at your Specified Location, you agree that you will be separately charged for any parts IBM removes and installs into a Machine not covered by warranty or Maintenance of Machines as specified in a Schedule.

**Termination** -You may terminate this Service for any or all Machines on three months' written notice to IBM, however you will be billed an additional month's charge for each Machine terminated.

## **Electronic Web Services Link**

IBM Web Services allows you to send and receive data from your Help Desk call management system to IBM's call management system in your own XML format to open, update and monitor hardware service calls placed to IBM Web Services supports either Simple Object Access Protocol (SOAP) encapsulated or XML transmission over HTTPS protocol. IBM will receive the data you will push to us and in return, push the data to your web service that you expose to IBM. The average implementation period is 10 to 12 weeks.

### **IBM Responsibilities**

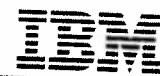
IBM Will:

1. maintain an electronic link, utilizing standard IBM hardware and software management tools and methodology's that will allow you to open a hardware service call and enable real-time access to call status for open problems related to your hardware environment;
2. integrate your XML documents into the IBM Web Services infrastructure;
3. provide you the minimum data elements required to open a hardware service call within the IBM call management system;
4. provide you a self signed certificate for installation on your call management system for mutual authentication and, notify you in writing 60 days prior to the certificate expiration;
5. install the required certificate(s) provided by you on IBM's call management system; and
6. notify you of any IBM IT system freeze periods so that we can incorporate them into the implementation timeline.

### **Your Responsibilities**

You agree to:

1. allow IBM uninterrupted access to your call management system so that continuous support can be provided;
  2. notify IBM immediately of any changes to your call management system that would affect the electronic link;
  3. provide IBM the minimum data elements as documented in the implementation guide required to open a hardware service call within the IBM call management system;
  4. provide schemas to IBM for each unique document that is to be sent to and received by the IBM call management system;
  5. provide IBM your Web Services Definition Language (WSDL);
  6. provide IBM your XML namespace;
  7. provide IBM sample XML documents representative of what you expect to receive from the IBM call management system;
  8. provide IBM a certificate(s) for installation on the IBM call management system for mutual authentication and notify IBM in writing 60 days prior to the certificate expiration;
  9. install required self signed certificate provided by IBM on your call management system; and
  10. engage the necessary staff to participate in data element mapping, configuration, end to end testing, problem determination and implementation of all components that make up your call management system.
-



1.2 **Agreement Structure**

This Agreement is organized in five Parts:

**Part 1 – General** includes terms regarding Agreement Structure, Definitions, Acceptance of Terms, Delivery, Charges and Payment, Changes to Agreement Terms, IBM Business Partners, Intellectual Property Protection, Limitation of Liability, General Principles of Our Relationship, Agreement Termination, and Geographic Scope and Governing Law.

**Part 3 – Services** includes Services terms regarding Personnel, Materials Ownership and License, Customer Resources, Service for Machines (during and after warranty), Maintenance Coverage, Automatic Service Renewal, and Termination and Withdrawal of a Service.

1.3 **Attachments and Transaction Documents**

Additional terms for Services are in the State's contract and any associated Transaction Documents. Transaction Documents (such as a statement of work, supplement, schedule, invoice, exhibit, change authorization, or addendum) contain specific details and terms related to each individual transaction. Customer may receive one or more Transaction Documents for a single transaction. Transaction Documents are part of this Agreement only for those transactions to which they apply. Each transaction is separate and independent from other transactions.

If there is a conflict among the terms of this Agreement and a Transaction Documents those of the Transaction Document prevail over those of this Agreement. The terms of the State's contract prevail over those of this Agreement and a Transaction Document.

1.4 **Definitions**

**IBM Machine** – a Machine bearing an IBM logo.

**IBM Product** – an IBM Machine.

**Machine Code** – microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, and any other code (all subject to any exclusions in the license provided with it) delivered with an IBM Machine for the purpose of enabling the Machine's function as stated in its Specifications. The term "Machine Code" includes LIC.

**Materials** – literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that IBM may deliver to Customer as part of a Service. The term "Materials" does not include Programs, Machine Code, or other items available under their own license terms or agreements.

**Specifications** – information specific to a Product. IBM Machine Specifications are in a document entitled "Official Published Specifications." Acceptance of Terms

Customer accepts the terms in a Transaction Documents by i) signing them (by hand or electronically), ii) using the Product or Service, or allowing others to do so, or iii) making any payment for the Service.

A Service becomes subject to this Agreement when IBM accepts Customer's order by i) sending Customer a Transaction Document, or ii) providing the Service.

Any Transaction Document will be signed by both parties if requested by either party.

1.4.1 **Payment**

Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties.

See T&C Master Agreement Section 3.8 for additional terms regarding charges and payments

1.5 **Changes to the Agreement Terms**

In order to maintain flexibility in our business relationship, IBM may change the terms of this Agreement by providing Customer at least three months' written notice. However, these changes are not retroactive. They apply, as of the effective date IBM specifies in the notice, only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period, Customer may request that IBM defer the change effective date until the end of the current contract period.

Customer acknowledges its agreement to have these changes apply for such transactions by i) placing new orders for Products or Services after the change effective date, ii) failing to request that the change effective date be deferred until the start of the next renewal period, iii) allowing transactions to renew after receipt of the change notice, or iv) failing to terminate non-expiring transactions prior to the change effective date. Changes to charges are implemented as described in the Charges and Payment section above.

Otherwise, for a change to be valid, both parties must sign it.

1.6 **General Principles of Our Relationship**

1.6.1 **Resale**

Customer agrees not to resell any Service without IBM's prior written consent. Any attempt to do so is void.

Customer agrees to acquire Machines with the intent to use them within its Enterprise and not for reselling, leasing, or transferring to a third party, unless either of the following applies:

- a. Customer is arranging lease-back financing for the Machines; or

- b. Customer purchases the Machines without any discount or allowance, and does not remarket them in competition with IBM's authorized remarketers.

## 1.6.2 Dispute Resolution

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than ten years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

## 2 Services

### 2.1 Personnel

Each party will assign personnel that are qualified to perform the tasks required of such party under this Agreement and is responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, each party may determine the assignment of its personnel and its contractors.

IBM may engage subcontractors to provide or assist in providing Services, in which case IBM remains responsible for the fulfillment of its obligations under this Agreement and for the performance of the Services.

### 2.2 Customer Resources

If Customer is making available to IBM any facilities, software, hardware or other resources in connection with IBM's performance of Services, Customer agrees to obtain any licenses or approvals related to these resources that may be necessary for IBM to perform the Services and develop Materials. IBM will be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals.

Unless otherwise agreed in an Attachment or Transaction Document, Customer is responsible for i) any data and the content of any database Customer makes available to IBM in connection with a Service under this Agreement, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery of the database and any stored data.

### 2.3 Service for IBM Machines that are under warranty

#### 2.3.1 Service for Machines

IBM provides certain types of Service to keep Machines in, or restore them to, conformance with their Specifications. IBM will inform Customer of the available types of Service for a Machine. At its discretion, IBM will i) either repair or exchange the failing Machine and ii) provide the Service either at Customer's location or a service center. IBM manages and installs selected engineering changes that apply to IBM Machines and may also perform preventive maintenance.

Any feature, conversion, or upgrade IBM services must be installed on a Machine which is i) the designated, serial-numbered Machine, if applicable, and ii) at an engineering-change level compatible with the feature, conversion, or upgrade.

When the type of Service requires that Customer deliver the failing Machine to IBM, Customer agrees to ship it suitably packaged (prepaid unless IBM specifies otherwise) to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will deliver it to Customer at IBM's expense unless IBM specifies otherwise. IBM is responsible for loss of, or damage to, Customer's Machine while it is i) in IBM's possession or ii) in transit in those cases where IBM is responsible for the transportation charges.

Customer agrees:

- a. in the event that a Machine is leased by you, to obtain authorization from the owner to have IBM service a Machine;
- b. where applicable, before IBM provides Service, to --
  - (1) follow the problem determination and service request procedures that IBM provides,
  - (2) secure all programs, data, and funds contained in a Machine, and
  - (3) inform IBM of changes in a Machine's location.
- c. to follow the Service instructions that IBM provides (which may include installing Machine Code and other software updates either downloaded from an IBM Internet Web site or copied from other electronic media); and
- d. when Customer returns a Machine to IBM for any reason --
  - (1) to securely erase from any Machine all programs not provided by IBM with the Machine and data, including without limitation, the following: i) information about identified or identifiable individuals or legal entities ("Personal Data") and ii) Customer's confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, Customer agrees to transform such information (e.g., by making it anonymous) so that it no longer qualifies as Personal Data under applicable law;
  - (2) to remove all funds from Machines returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that Customer returns to IBM; and
  - (3) IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world to perform its responsibilities under this Agreement, and Customer authorizes IBM to do so.

### 2.3.2 Replacements

When Service involves the exchange of a part or Machine, the item IBM replaces becomes its property and the replacement becomes Customer's. Customer represents that all removed items are 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 or maintenance Service status of the replaced item. Before IBM exchanges a part or Machine, Customer agrees to remove all features, parts, options, alterations, and attachments not under IBM's service. Customer also agrees to i) ensure that the part or Machine is free of any legal obligations or restrictions that prevent its exchange and ii) transfer ownership and possession of removed parts to IBM.

Service for some IBM Machines involves IBM providing Customer with an exchange replacement for installation by Customer. Such exchange replacements may be i) a part of a Machine (called a Customer Replaceable Unit, or "CRU," e.g., keyboard, memory, or hard disk drive), or ii) an entire Machine. Customer may request IBM to install the replacement CRU or Machine, however, Customer may be charged for the installation. IBM provides information and replacement instructions with Customer's Machine and at any time on Customer's request. IBM specifies in the materials shipped with a replacement whether the failing CRU or Machine must be returned to IBM. When return is required, return instructions and a container are shipped with the replacement, and Customer may be charged for the replacement if IBM does not receive the failing CRU or Machine within 15 days of Customer's receipt of the replacement.

### 2.3.3 Items Not Covered

Repair and exchange Services do not cover:

- a. accessories, supply items, consumables (such as batteries and printer cartridges), and structural parts (such as frames and covers);
- b. Machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by Customer or a third party;
- c. Machines with removed or altered Machine or parts identification labels;
- d. failures caused by a product for which IBM is not responsible;
- e. service of Machine alterations; or
- f. service of a Machine on which Customer is using capacity or capability, other than that authorized by IBM in writing.

### **Attachment 3 - IBM Agreement for Exchange of Confidential Information**

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

#### **1. Disclosure**

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

#### **2. Obligations**

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

#### **3. Confidentiality Period**

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

#### **4. Exceptions to Obligations**

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

#### **5. Disclaimers**

**THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.**

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

#### **6. General**

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of the State of New York to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Agreed to:

International Business Machines Corporation

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

Identification number:

Agreement number:

Address:

IBM address:

After signing, please return a copy of this Agreement to the "IBM address" shown above.