

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Hewlett-Packard Company offers a wide range of IT products including laptops, desktops, printers, servers, and professional services to support large and small agency needs.

Special Item No. 132-3 Leasing of Product
Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-3 LEASING OF PRODUCT

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES
FSC/PSC Class W058

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers
Laptop/Portable/Notebook Computers
Large Scale Computers
Optical and Imaging Systems
Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers
Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment
Other Communications Equipment
Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

- Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance/Extended Warranty

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a

Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Hewlett-Packard Company
13600 EDS Drive, Herndon, VA 20171
800-727-5472
www.hp.com/go/gsa

Contract Number: GS-35F-4663G

Period Covered by Contract: May 9, 2002 through July 17, 2013

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS1163 dated 6/17/13

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

TABLE OF CONTENTS

I.	SPECIAL NOTICE TO AGENCIES: Small Business Participation.....	01
II.	Information For Ordering Activities.....	01
III.	Terms and Conditions Applicable to Leasing of General Purpose Commercial Information Technology Products (Special Item Number 132-3)	11
IV.	Business Products	18
	a) Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology New Equipment (Special Item Number 132-8)	19
	b) Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)	22
	c) Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software	24
V.	Enterprise Products	26
	a) Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology New Equipment (Special Item Number 132-8)	26
	b) Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)	29
	c) Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software.....	30
	Glossary	31
	Appendix I –Hardware Price List information.....	33
	Appendix II–Software Product List information	34
	Appendix III – Warranty information	35
VI.	NonStop Products.....	36
	a) Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology New Equipment (Special Item Number 132-8)	36
	b) Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service is not Covered by Guarantee/Warranty Provisions) and for Leased Equipment (Special Item Number 132-12)	40
	c) Terms and Conditions Applicable to Term Software Licenses (Special Item 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) for General Purpose Commercial Information Technology Software.....	49
	Definitions (NonStop related).....	54
	Appendix A.1 –Zone Charges and Response Times for Remote System Support.....	56
	Appendix B – Sales and Service Offices	57
	Appendix C–Multiple System License Discount Worksheet.....	59

VII. Professional Services Terms and Conditions Applicable to Information Technology (IT) Professional Services and Identity Access Management (IAM) Professional Services (Special Item Number 132-51)60

 SIN 132-51 Service Descriptions67

 OCONUS Logistics Requirements (Appendix IV).....80

VIII. USA Commitment to Promote Small Business Participation Procurement Participation Programs81

 Products and Services Pricelist – provided separately

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

For Business products the geographic scope of the contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Guam and Puerto Rico.

For Enterprise products and services scope are restricted to within 50 mile radius of Fairbanks and Anchorage, Alaska and overseas locations specifically identified in Appendix IV of Enterprise section. Special requirements for delivery of software support (132-51) are listed in Appendix IV. Orders placed with Hewlett-Packard Company's European and Pacific rim locations will be accepted solely at the option of Hewlett-Packard Company.

For NonStop products, the geographic scope of contract is the 48 contiguous states. Orders for Alaska, Hawaii and Puerto Rico or other locations outside the 48 contiguous states and the District of Columbia may be accepted on a case by case basis and are subject to the Contractor's prior agreement.

Overseas Installations The terms and conditions of this contract shall apply to orders for installation and maintenance of equipment inside the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Guam and Puerto Rico, only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:

Hewlett-Packard Company
GSA Schedule Administration
13600 EDS Drive
Herndon, VA 20171

Orders for Business products should be sent to:

Hewlett-Packard Company
Document Control
10810 Farnam Drive
Omaha, NE 68154

Payment Addresses:

Hewlett Packard Company
P.O. Box 932956
Atlanta, GA 31193-2956

Electronic Funds Transfer (EFT)

Routing number: 121000248

Account number: 2087340755939

Other Correspondence:

Hewlett-Packard Company
GSA Schedule Administration
13600 EDS Drive
Herndon, VA 20171

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Ordering and Technical Support:

(800) 727-5472

To send orders via FAX: (800) 344-9396 or (800) 825-2329

For Service/Warranty and Information Technology Professional Services (132-51)

1-800-633-3600

Information may also be obtained on Contractor's web page <http://www.hp.com/go/gsa/>

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer. HP does not have authorized Dealers.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 134303192

Block 30: Type of Contractor: C. Large Business

Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 94-1081436
Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 1HQ9
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

Business Products:

- a. F.O.B. destination only for ground (surface) shipments within the 48 contiguous states and the District of Columbia excluding the following:
- b. F.O.B. Origin for all other shipments including:
 - 1. Alaska, Hawaii, Puerto Rico and Guam.
 - 2. APO/FPO destinations and Freight Forwarder shipments.

Enterprise products:

The F.O.B. point for all deliverable items ordered hereunder is F.O.B. destination in the forty-eight (48) contiguous United States and the District of Columbia. When deliveries are made to destinations outside the forty-eight (48) contiguous states, delivery will be f.o.b. point of embarkation. The Government will be responsible for all transportation, rigging, and drayage charges beyond point of embarkation. The Government may at its option elect to ship by air freight directly from Hewlett-Packard and the Government will pay all associated charges. Air freight charges are on an open market basis only.

Risk of loss

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until and shall pass to the ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

NonStop Products:

The FOB point for all deliverable items ordered hereunder is FOB destination in the forty-eight (48) contiguous United States and the District of Columbia. No charges will apply when shipped by contractor's normal method. Expedited freight charges are on an open market basis only and will be prepaid and billed as a separate item on the invoice.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

When deliveries are made to destinations outside the forty-eight states, delivery will be FOB point of embarkation. The Government will be responsible for all transportation, rigging, and drayage charges beyond point of embarkation. The Government may at its option elect to ship by air freight directly from HP and the Government will pay all associated charges. Risk of loss or damage remains with the Government during the period when the government controls the shipment of equipment outside the forty-eight contiguous states and District of Columbia, unless loss or damage is due to the fault or negligence of HP.

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Business products:

- (a) .One (1) to ninety (90) days after acceptance of order by Hewlett-Packard Company at its ordering address. The above delivery time notwithstanding, from time to time, HP may have items in short supply and, as a result, HP reserves the right to allocate such items to all customers. In such instances, the delivery time may exceed 90 days. See Terms and Conditions for SIN 132-8, Section 3.c.
- (b) Expedited Delivery Times. If expedited deliver is requested by the Government, HP will quote expedited deliver hours/days ARO if possible at the time of order placement.
- (c) Overnight and 2nd Day Delivery Times. Overnight or 2-day delivery is available at an additional charge to be borne by the Government.

Enterprise products

- (a) **Time of Delivery**—Hewlett-Packard shall deliver the equipment and services within thirty (30) days after receipt of order or by a delivery date mutually agreed to between Hewlett-Packard and the Government.
- (b) **Expedited Delivery Times**—Quicker delivery times other than those cited in Item 5.(a) above, may vary by product. Customers can obtain information on expedited delivery by calling 1-800-727-5472.
- (c) **Overnight and 2-Day Delivery Times**—Many products may be eligible for overnight or 2-day delivery when required. Product eligibility and priority shipping prices can be obtained by calling 1-800-727-5472.

NonStop Products

- (a) **TIME OF DELIVERY.** The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below. Offerors shall insert in the "time of Delivery (days ARO)" column in the Schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the contractor's normal commercial practice.

ITEMS OR GROUPS OF ITEMS (SIN)	DELIVERY TIME (DAYS ARO)
132-3	30 - 180
132-8	30 - 180
132-32	30 - 180
132-33	30 - 180

- (b) **EXPEDITED DELIVERY TIMES.** For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when **expedited delivery** is requested.

ITEMS OR GROUPS OF ITEMS (SIN or Nomenclature)	EXPEDITED DELIVERY TIME (HOURS/DAYS ARO)
132-3	To be negotiated between the ordering agency and the Contractor
132-8	
132-32	
132-33	

- (c) **OVERNIGHT AND 2-DAY DELIVERY TIMES.** Schedule customers may require overnight or 2-day delivery. The offeror is requested to annotate in its pricelist or by separate attachment the items that can be delivered overnight or within 2 days. Contractors offering such delivery service will be required to state in the FSS pricelist details concerning this service.

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to

the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: Discounts for prompt payment are not offered
 - b. Quantity – see price list
 - c. Dollar Volume – if applicable, refer to tables in text
 - d. Other Special Discounts (i.e. Government Education Discounts, etc.) Discounts offered are the same as all other Government customers.

Business products: All prices shown herein are net, discounts deducted.

Enterprise products: Discounts by Special Item Number—Prices in price list are NET Prices. Basic Discounts have been deducted. The discounts listed below are for information purposes only.

NonStop Products:

Prices for Purchase are net

Other: Nondiscountable items: Installation charges, Monthly Warranty charges (HWMWTY, SWMWTY)

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Export packaging is not available under this contract

- 10. Small Requirements:** The minimum dollar of orders to be issued is \$50 (net) For Special Item Number 132-3 (Leasing), the minimum order size is \$50,000.00 (net GSA purchase price). For NonStop products, the minimum order value is \$100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-3 - Leasing of Product
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) 1. Enterprise: In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; provided Hewlett-Packard is willing to accept such an order. However, the burden of administering the security requirements shall be with the ordering agency. In the event Hewlett-Packard is unable to accept such an order, Hewlett-Packard will return the order by mail within twenty (20) working days of the receipt. Failure to return will constitute acceptance. If any costs are incurred as a result of the inclusion of security requirements, such costs will be negotiated with the schedule contractor on an open market basis outside the scope of the contract.

2. NonStop: In the event security requirements are necessary, the ordering activities may incorporate, in their delivery order(s), a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will be negotiated with the Schedule Contractor on an open market basis, outside the scope of the contract.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None HP offers services outside the United States, but they are not part of the scope of this contract and do not receive a discount.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

Enterprise products:

- Reference Appendix IV, “European and Pacific Rim Locations” for additional information related to overseas Logistic support outside the continental United States

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No X _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://vausnzpro.austin.hp.com/508Accessibility/>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

28. SAFETY HAZARD NOTICE

Hewlett-Packard reserves the right to terminate or refuse service when in Hewlett-Packard opinion, conditions at the equipment location represent a hazard to the safety or health of any Hewlett-Packard employee. Prior to terminating service Hewlett-Packard shall notify the ordering agency Contracting Officer in writing of Hewlett-Packard intention to terminate service.

**TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 132-3)**

LEASE TYPES

The Government will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering office's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the Government's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering office is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF GOVERNMENT INTENT:

(a) The Government and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the Ordering Agency, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the Ordering Agency's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering office placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering office for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering office concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering office accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering office and the Contractor.

(b) Any lease is executed by the Ordering Office on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the Government exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering office, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering office shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering office's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The Ordering Agency must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the Government's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The Government may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering office's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the Government, the Government may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering office's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the Government*. The costs charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering office reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering office. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering office's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering office in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the Government on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering office may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

**** The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option.****

1. ORDERING PROCEDURES:

(a) When an Ordering Office expresses an interest in leasing a product(s), the Ordering Office will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The Ordering Office may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the Ordering Office does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The Ordering Office's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

4. COMMENCEMENT OF LEASE:

The date on which the Ordering Office accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the Government to obtain installation and maintenance services from a qualified source. The Government may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The Government may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the Government to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the Ordering Office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

500 bp over like term treasuries

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The Ordering Office and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principal, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering office may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principal. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the Government desires, at any time, to acquire title to product leased hereunder, the Government may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the Government will return the Product to the Contractor unless the Government by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The Government may relocate products to another location within the Government with prior written notice. No other transfer, including sublease, is permitted. Government shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at Government's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(iv) With respect to software, the Government shall state in writing to the Contractor that it has:

- (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
- (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
- (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The Government may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The Government is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one Government location to another Government location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The Government shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to use the software for the Lease Term. The Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

1. Material and Workmanship

All equipment furnished hereunder will be new and satisfactorily perform the function for which it is intended.

2. Order

- a. A written purchase order, EDI (GSA Advantage! or FACNET), credit card shall be the only basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, HP will meet the delivery date specified in the original purchase order. Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's, telephone orders are permissible.
- b. Orders for HP products should not include items from other manufacturers or HP products not included in this Hewlett-Packard Company GSA contract.
- c. In order to provide quality end user support, the Ordering Agency should include the end user's name and telephone number on the purchase order.

3. Time of Delivery

- a. 1-90 days after acceptance of order by Hewlett-Packard Company at its ordering address. The above delivery time notwithstanding, from time to time, HP may have items in short supply and, as a result, HP reserves the right to allocate such items to all customers. In such instances, the delivery time may exceed 90 days.
- b. If confirmation of delivery date is required, the date agreed to by Hewlett-Packard Company and the Government may be written into the order for equipment. The order should then be forwarded to Hewlett-Packard Company by certified mail. If written confirmation of the order by Hewlett-Packard Company is not received by the Government within thirty (30) calendar days from the date of the certified mail receipt, the delivery and installation date specified on the order shall be considered to have been confirmed by Hewlett-Packard Company.
- c. The Contractor shall accept returns or exchanges of equipment for a period not to exceed thirty (30) days from the date of receipt of equipment provided that the product is new, unopened and in the original packaging. Returns or exchanges shall be subject to a 15% restocking fee and all shipping charges shall be borne by the customer. No returns will be accepted on opened software products. In order to avoid returns or exchanges, equipment configurations should be verified with a Contractor's representative prior to issuing a purchase order. In the event that a product return is the result of defective merchandise or an error on the part of the Contractor, shipping charges shall be borne by the Contractor. All returns or exchanges must be approved in advance by the Contractor's designated Customer Service Representative (CSR). The CSR shall issue a Return Material Authorization (RMA) number which shall remain valid for a period of fourteen (14) calendar days from the date of issuance. All materials must be received by the Contractor within the RMA validation period. The restocking fee shall not apply to orders which are terminated in accordance with FAR 52.249-1, 52.249-2 or 52-249-8.
- d. Partial Shipments: HP shall use its best efforts to ship each order complete; however, in order to optimize delivery schedules, HP may ship orders incomplete (partial) and will invoice each shipment separately. The Ordering Agency must pay for each shipment as invoiced by HP unless the Ordering Agency clearly specifies No Partial Shipments on each purchase order. Such specification for No Partial Shipments may result in delivery delays.
- e. Contractor Commitments, Warranties and Representations
For purpose of this contract commitments, warranties and representations include, in addition to those agreed for the entire schedule contract:
 - a. Time of delivery/installation quotations for individual orders;

- b. Technical representations and/or warranties of products concerning performance, total systems' performance and/or configuration, physical, design and or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
- c. Any representations and/or warranties made concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.

The above is not intended to enlarge the scope of this schedule contract for individual orders. Prices, options, terms and conditions of any orders are limited strictly to those specified in the schedule contract and price list and agreed to by GSA.

4. Transportation and Delivery

F.O.B. destination only for ground (surface) shipments within the 48 contiguous states and the District of Columbia excluding the following:

- a. F.O.B. Origin for all other shipments including:
 - 1. Alaska, Hawaii, Puerto Rico and Guam.
 - 2. APO/FPO destinations and Freight Forwarder shipments.

5. Installation and Set Up

- a. Hewlett-Packard Company microcomputers are Government set-up equipment. Installation and set-up charges are NOT incorporated in this contract.
- b. The Government is responsible for unpacking the system and for performing initial assembly, set-up, and checkout of delivered equipment. Complete detailed instructions are provided with each machine in the Operations Guide.
- c. Installation and set-up assistance, if required, may be obtained from an Authorized Hewlett-Packard Government Dealer outside the scope of this contract.

6. Technical Support and End User Assistance

End User assistance and technical support on Hewlett-Packard Corporation hardware is available directly from HP by calling (800)652-6672. In addition, Hewlett-Packard Company provides normal levels of technical support and end user assistance through its Authorized Hewlett-Packard Resellers. Authorized Hewlett-Packard Resellers have access to Hewlett-Packard Company Headquarters through a hotline number that will be used in the event a problem is encountered that cannot be resolved on a local level. Extensive assistance may be obtained outside the scope of this contract at the Authorized Hewlett-Packard Reseller's then-current prices, terms, and conditions. Advanced Network Support Agreements are available directly from Hewlett-Packard Company outside the scope of this contract. These agreements provide advanced levels of technical expertise in the configuration, installation, and ongoing operation of local area networks. A designated HP technical support team, with knowledge about your particular networking environment, will be assigned to your account. For information on Advanced Network Support Agreements call the HP Customer Support Center at 1-800-652-6672. Hewlett-Packard Company furnishes, with each unit shipped, one (1) copy each of operating and reference manuals for the equipment being furnished.

Also, HP provides the HP PAQFax system as a convenient, easy-to-use system for requesting HP product information, technical information, configurations and memory upgrades, technical notes and contract pricing information and having it sent directly to a fax machine. After you respond to request of the voice menu, PAQFax will send the information directly to the fax machine number you supplied. You can request a Product Information Catalog the first time you use the PAQFax system. The Product Information Catalog provides a listing of publications available through PAQFax. Call the HP Customer Support Center at 1-800-652-6672 and select the PAQFax option. You will receive your information selections at no charge. Should the Government wish to provide its own technical support, training is available through Hewlett-Packard Company outside the scope of this contract.

For further information, please contact:

Hewlett-Packard Company
10810 Farnam Drive
Omaha, NE 68154

7. Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights

(1) within a reasonable time after the defect was discovered or should have been discovered; and
(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon;

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

8. Warranty

Within the scope of this contract, Hewlett-Packard Company will provide maintenance, machine adjustments, repairs and parts at no charge to the Government for a period of ninety (90) days to three (3) years from the date of acceptance at the Government location. The specific warranty period for each item of equipment is listed in the product pricing section of this contract. Warranty service for Hewlett-Packard Company equipment will be provided on-site (if you qualify) or may be obtained by carrying-in or mailing the malfunctioning equipment to a local Authorized Hewlett-Packard Service Provider. If you purchase an HP Product within the scope of this contract or after May 4, 1992 and the HP Product is located within the United States, you are entitled to on-site repair service during the warranty period subject to the following terms and conditions:


1. On-Site service is available only for HP Products located within 60 miles or a participating HP Authorized Service Provider.
2. You must contact a local participating Authorized Service Provider or the HP Customer Support Center at 1-800-652-6672.
3. HP or its Authorized Service Provider will attempt to resolve warranty issues over the phone. If telephone resolution is not possible, HP or its Authorized Service Provider will require your assistance in performing routine diagnostic procedures. At HP's discretion, if necessary, an Authorized Service Provider will be dispatched to your site to perform repair services as directed by HP.
4. HP or its Authorized Service Provider will make commercially reasonable efforts to provide you next business day response and second business day repair of the HP Product. Response is defined as telephone contact between the Authorized Service Provider and the end-user for the purpose of identifying the repair issue and establishing a repair appointment.
5. Whether you receive on-site service or return the Product yourself, you must present HP or the Authorized HP Service Provider with proof of the date of purchase.

Warranty service shall, at the option of Hewlett-Packard Company, consist of repair or exchange replacement of the malfunctioning machine. Replacement machines shall be similarly configured and in good operating condition. All parts replaced during the warranty period become the property of Hewlett-Packard Company. Any charges required to ship the equipment to a local Authorized HP Computer Service Provider are the responsibility of the Government and shall be prepaid. Hewlett-Packard Company will prepay return transportation charges to locations within the geographic scope of this contract. Shipment to locations outside the geographic scope of this contract will be at the Government's expense. Pursuant to the above, except for loss or damage due to the negligence of Hewlett-Packard Company or its Authorized HP Service Provider, Hewlett-Packard Company is relieved of all responsibility for risks of loss or damage to

machines owned by the Government while the machines are in transit to the Authorized HP Service Providers location. This warranty does not apply if damage to the equipment is occasioned by fault or negligence of the Government. To assist in obtaining warranty service the Government shall:

- a. Identify the malfunctioning component through problem determination using the Hewlett-Packard Company TEST utility supplied on the HP Diagnostics Diskette.
- b. Notify HP or the nearest Authorized Hewlett-Packard Service Provider of the malfunctioning unit and provide all the following necessary information:
 1. Results of the TEST utility
 2. Unit Serial Number
 3. Location
 4. Proof of date of receipt

9. Prices

- a. The prices for the purchase of HP equipment are set forth in this price list.
 - b. The purchase price that the Government will be charged is the Government purchase price in effect on the date of the order or the Government purchase price that is in effect on the date shipped by Hewlett-Packard Company, whichever is lower.
- 

Terms and Conditions

SIN 132-12

Applicable to Depot (Carry-in/Mail-in) Maintenance of Government-Owned (Special Item 132-12/18) General Purpose Automated Data Processing Equipment after Expiration of Warranty Provisions:

1. Service Areas

The maintenance rates listed herein are applicable to all Government locations within the geographic scope of this contract.

2. Loss or Damage

When HP equipment is returned to the Authorized Hewlett-Packard Service Provider's establishment for repairs, Hewlett-Packard Company and its Authorized Hewlett-Packard Service Provider shall be responsible for any damage or loss from the time the equipment is received from the Government installation until it is shipped back to such installation.

3. Maintenance Order

a. A written order shall be the only basis for maintenance, hereafter known as Extended Service Agreements, in accordance with the terms of this contract. Confirmation of orders shall be considered automatic for renewals for Extended Service Agreements. When ordering the Extended Service Agreement, the Government should specify on the purchase order the Authorized Hewlett-Packard Service Provider responsible for service.

b. The contractor shall be allowed to provide annual maintenance quotes and honor orders for maintenance placed during the contract period for the equipment shown on the pricelists. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service may be accepted at any time prior to the end of the contract period, even if part of the performance will take place after contract expiration.

c. Each order shall contain funding which covers a period from the commencement of the Extended Service Agreement availability through the end of the then-current fiscal year or through the end of the contract period, whichever occurs first. For those orders which are issued prior to the beginning of the fiscal year in which the contract period ends, the Government Agency shall express intention to renew or terminate the Extended Service Agreement within thirty (30) days of the fiscal year expiration or the contract period expiration. Failure to express such intention shall be deemed a lapse in the Hewlett-Packard Company provided Extended Service Agreement.

d. Carry-in or mail-in service is available at a location other than those Authorized Hewlett-Packard Service Provider locations specified on the Government purchase order. To obtain service at a different location, proof of purchase of an Extended Service Agreement is required. For the name of the nearest Authorized Hewlett-Packard Service Provider call 1-800-HP-INVENT (474-6836).

e. Annual Funding. When annually appropriated fiscal funds are cited on a maintenance order, the period of the Extended Service Agreement shall automatically expire on September 30th. Renewal of an Extended Service Agreement citing the new appropriation shall be required if maintenance is to continue.

f. Cross-Year Funding within Contract Period. When an Ordering Agency's specific appropriation authority provides for an Extended Service Agreement of twelve (12) months which crosses fiscal years, the Ordering Agency may place an order under this schedule contract for a period up to the expiration of the contract period regardless of an intervening fiscal year ending.

g. The end-user contact name and phone number must appear on all orders for Extended Service Agreements.

4. Scope

a. The Authorized Hewlett-Packard Service Provider will provide depot (carry-in/mail-in) Extended Service Agreements on all equipment listed herein as may be requested by the Government during the contract term.

- b. Equipment being placed under Extended Service Agreement shall be in good operating condition.
- c. During normal working hours, the Authorized Hewlett-Packard Service Provider will repair malfunctioning machines with new or serviceable used parts or replace the machines with new or reconditioned machines (a reconditioned machine is one which is in good working order, which has been cleaned, lubricated, adjusted, and tested, and which has had defective or excessively worn parts replaced with new or serviceable used parts).
- d. Costs of any repairs performed for the purpose of placing the equipment under an Extended Service Agreement shall be borne by Hewlett-Packard Company if such equipment was under its warranty or maintenance responsibility prior to the effective date of the Extended Service Agreement. In order to determine that the equipment is in good operating condition, it shall be subject to inspection by Hewlett-Packard Company at no cost to the Government.
- e. If the equipment was not under the Warranty or Extended Service Agreement of Hewlett-Packard Company, the costs necessary to inspect, repair, and place the equipment in proper operating condition for placement under an Extended Service Agreement are to be borne by the Government outside the scope of this contract.

5. Liability for Injury or Damage

Hewlett-Packard Company shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by Hewlett-Packard Company unless such injury or damage is due to the fault or negligence of Hewlett-Packard Corporation.

6. Responsibilities of the Government

- a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under purview of this contract, unless they have received technical certification at the Hewlett-Packard Company Technical Training Center.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.

7. Maintenance Rates

- a. Regular Hours
 - 1. Hewlett-Packard Company shall bear all costs of maintenance, including labor and parts, necessary to keep the equipment in good operating condition, provided that required repairs are not occasioned by fault or negligence of the Government.
 - 2. The basic monthly rates for each make and model of machines shall entitle the Government to Depot (carry-in/mail-in) maintenance service during the period 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays observed at the Government location. These rates are listed in the Price List enclosed herein.
- b. After Hours

If for any reason the Government should require after hours maintenance, it can be obtained from the local Authorized HP Computer Service Provider; all charges for such will be outside the scope of this contract.
- c. Travel and Transportation

If for any reason the Government should require on-site maintenance, it can be obtained from the local Authorized HP Computer Service Provider; all charges for such on-site maintenance will be outside the scope of this contract.

8. Invoices and Payments

- a. Invoices for Extended Service Agreements shall be submitted by Hewlett-Packard Company on the effective date of the Extended Service Agreement and shall be for the term of the Extended Service Agreement. Payment is due as set forth in General Terms and Conditions.
- b. Invoices for Extended Service Agreements of less than one month's duration shall be prorated.

9. Hourly Time and Materials/Service and Repair Parts Hourly time and materials service for HP equipment is only available via carry-in/mail-in to an Authorized Hewlett-Packard Service Provider. Hourly time and materials service and repair parts are available only outside the scope of this contract and at Authorized Hewlett-Packard Service Provider's then current commercial prices and terms.



Terms and Conditions
SIN 132-33
Applicable to Licensed Software Programs (Special Item 132-33)

1. Scope

Programs are licensed hereunder for use only in the 48 contiguous states, Alaska, Hawaii, Guam, and Puerto Rico, and shall be delivered in a diskette package unless otherwise specified in the Price List.

2. Government Responsibilities

The Government assumes responsibility for the selection of the program to achieve the Government's intended results and for the installation, use, and results obtained from the program.

3. License

Pursuant to the terms and conditions stated herein, the Government may:

- a. Use the program on a single computer.
- b. Copy the program into any computer-readable or printed form for back-up of modification in support of the Government's use of this program on the single computer. Certain programs, however, may include mechanisms to limit or inhibit copying; these are marked copy protected.
- c. Modify the program and/or merge it into another program for the Government's use on the single computer.
- d. Transfer the program and license to another party if the other party agrees to accept the terms and conditions of this contract.
- f. Any portion of this program merged into another program will continue to be subject to the terms and conditions of this contract. If the Government transfers the possession of the program, at the same time the Government must either transfer all copies whether in printed or computer-readable form to the same party or destroy any copies not transferred, including all modifications and portions of the program contained or merged into other programs. In the event the Government elects to so transfer the possession of the program, the license of the Government shall automatically terminate, since all programs have been transferred to another party who, by virtue of such transfer, accepts the provisions of the license. The Government must also reproduce and include in the transfer the copyright notice on any copy, modification, or portion merged into another program.

4. Term

The license is effective until terminated. The Government may terminate it at any other time by destroying the program together with all copies, modifications, and merged portions in any form. The license will also terminate upon conditions set forth herein or if the Government fails to comply with any terms or condition of this contract. The Government agrees upon such termination to destroy the program together with all copies, modifications, and merged portions in any form.

5. Limited Warranty and Remedies

Hewlett-Packard Company warrants the diskette(s) on which the program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to the Government, as evidenced by a copy of the receipt, provided the diskettes have not been damaged by someone other than Hewlett-Packard Company. This warranty is limited to the Government and is not transferable.

During the ninety (90) day warranty period, Hewlett-Packard Corporation will:

- a. Replace any diskette which does not meet the foregoing warranty and which is returned to Hewlett-Packard Company or an Authorized Hewlett-Packard Reseller with a copy of the receipt, or
- b. If Hewlett-Packard Company or its Authorized Hewlett-Packard Reseller is unable to deliver a replacement diskette which is free of defects in materials or workmanship, the Government may terminate this contract by returning the program, and any payment will be refunded.

Hewlett-Packard Company does not warrant that the functions contained in the program will meet the Government's requirements or that the operation of the program will be uninterrupted or error-free. The Government also assumes responsibility for the selection of the program to achieve the intended results and for the installation, use, and results obtained from the program.

6. Orders

Orders for Hewlett-Packard Company Licensed Programs shall be submitted by Ordering Agencies to Hewlett-Packard Company as set forth in the Section entitled Information for Ordering Offices.

7. End User Assistance

End-User assistance on HP Products is available by calling (800) 345-1518. Also, normal levels of end user assistance are available under this contract at the location of the Authorized Hewlett-Packard Government Dealer specified. Extensive user assistance may be obtained outside the scope of this contract at the Authorized HP Computer Government Dealer's then-current prices, terms and conditions.

8. Prices

- a. The prices for Hewlett-Packard Company Licensed Programs are set forth in the Price List section of this Schedule.
- b. The purchase price that the Government will be charged is the Government purchase price in effect on the date of the order or the Government purchase price in effect on the date shipped by Hewlett-Packard Company, whichever is lower.

9. Risk of Loss

If Hewlett-Packard Company Licensed Programs are lost or damaged during shipment from Hewlett-Packard Company, Hewlett-Packard Corporation will replace such licensed programs at no charge to the Government.

10. Invoices and Payment

Invoices will be rendered by Hewlett-Packard Company upon shipment of the licensed program, and payment is due as set forth in General Terms and Conditions.

11. General

The Government may not sub-license, assign, or transfer the license or the program except as expressly provided in this contract. Any attempt to otherwise sub-license, assign, or transfer any of the rights, duties, or obligations hereunder is null and void.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

1. Material and Workmanship

Hewlett-Packard Company warrants that Hewlett-Packard Equipment will be free of defects in workmanship and material provided such defects are reported during the warranty period specified in the Price List, Quotation, or documentation accompanying the Hewlett-Packard Equipment. Equipment may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished.

2. Order

A written order, EDI (GSA Advantage! and FACNET), and credit card orders shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the contractor will be obligated to meet the delivery and installation date specified in the original order. Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's, telephone orders are permissible.

3. Installation and Site Preparation

a. Hewlett-Packard Installation

- i. When the Government purchases a warranty which includes installation (See Appendix III for Warranty Matrix) or when the Government purchases installation with their products, Hewlett-Packard shall install the equipment ready for use, on or before the installation date (day, month, year) mutually agreed to by Hewlett-Packard and the Government in writing.
- ii. In the absence of a mutually agreed to installation date, the Government shall notify Hewlett-Packard that the equipment has been delivered and Hewlett-Packard shall begin the installation no later than fifteen (15) working days after Government notification. If such notification is not provided by the Government, acceptance shall be deemed to occur upon delivery.

b. Customer Installation

- i. The Government shall be responsible for performing the following in accordance with instructions furnished by Hewlett-Packard:
 - Unpacking, placement, setup and checkout of the machine at time of delivery or when relocating the machine.
 - Relocation of the machine (if required) to allow Hewlett-Packard service access.
 - Using and following the Problem Determination Procedures prior to calling for service.
- ii. If applicable, Hewlett-Packard shall furnish the Government one (1) copy of all operating and installation manuals relating to the equipment being installed.

c. Site Preparation.

This section is applicable only when the Government purchases a warranty which includes installation or when the Government purchases installation with their products.

- i. Environmental specifications will be furnished in writing by Hewlett-Packard as a part of the equipment package and/or upon request.

- ii. The Government shall prepare the site at its own expense and in accordance with the specifications furnished by Hewlett-Packard Company.

4. Acceptance of Equipment

The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

5. Warranty

- a. Hewlett-Packard's standard commercial warranty terms are incorporated into this contract.

Most Hewlett-Packard equipment includes up to three (3) years limited warranty. Reference Appendix III for additional warranty information. The prevailing warranty terms of this contract will be the commercial terms in effect at the time of purchase. Call 1-800-633-3600 for Warranty Support.

- b. PC Supplemental Care Pack Services

Warranty uplifts, upgrades and extensions (Supplemental Warranty Care Pack Services) are available for most hardware and software product categories. Supplemental Care Pack Services may be purchased at time of product purchase or any time during the warranty period.

- c. HP Care Pack Services

Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

HP Care Pack Services can be purchased along with HP products. Choose from a full portfolio of fixed-price packages spanning every key IT support arena.

Please refer to this URL for the latest list and description of Care Pack services.

<http://h20219.www2.hp.com/services/cache/10950-0-0-225-121.html>

For Warranty information on Alpha products:

http://h18002.www1.hp.com/alphaserver/technology/index.html?jumpid=reg_R1002_USEN (open file at bottom of page, "Other Alpha documentation")

Pricing and Discounts

Net prices are listed in the online Product Price List. The appropriate discounts have already been applied.

7. Mandatory Returns

Certain upgrades may require the return of the customer's old boards or chips to Hewlett-Packard. The list price of the new upgrade includes the credit for the value of the old boards or chips. The customer must return the replacement board or chip to Hewlett-Packard as a condition of sale. Failure to return the required items will result in an additional charge to the customer.

Charges assessed for unreturned items are in accordance with Hewlett-Packard commercial charges. All upgrades subject to these terms will be marked in the Pricing Section of this contract accordingly.

8. Trade-In of FIP Equipment

When an agency determines that FIP equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR)(41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in 41 CFR part 101-46.

**Terms and Conditions Applicable to Maintenance of
Government Owned General Purpose Automated Data Processing Equipment After
Expiration of Guarantee Provision (Special Item 132-12)**

Post warranty support may be obtained outside the scope of this contract. Please consider ordering a Care Pack service with your purchase.

HP Care Pack Services: Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

HP Care Pack Services can be purchased along with HP products. Choose from a full portfolio of fixed-price packages spanning every key IT support arena.

Please refer to this URL for the latest list and description of care pack services.

<http://h20219.www2.hp.com/services/cache/10950-0-0-225-121.html>

Standard product warranty information may be found on www.hp.com website. Search by “Warranty” and the model number you are interested in. You may also consult the HP Federal customer order desk at 1-800-727-5472.

For Warranty information specific to Alpha products:

http://h18002.www1.hp.com/alphaserver/technology/index.html?jumpid=reg_R1002_USEN (open file at bottom of page, “Other Alpha documentation”).

Terms and Conditions Applicable to Software Support

SIN 132-34

Post warranty support may be obtained outside the scope of this contract. Please consider ordering a Care Pack service with your purchase.

HP Care Pack Services: Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

HP Care Pack Services can be purchased along with HP products. Choose from a full portfolio of fixed-price packages spanning every key IT support arena.

Please refer to this URL for the latest list and description of care pack services.

<http://h20219.www2.hp.com/services/cache/10950-0-0-225-121.html>

Standard product warranty information may be found on www.hp.com website. Search by “Warranty” and the model number you are interested in. You may also consult the HP Federal customer order desk at 1-800-727-5472.

For Warranty information specific to Alpha products:

http://h18002.www1.hp.com/alphaserver/technology/index.html?jumpid=reg_R1002_USEN (open file at bottom of page, “Other Alpha documentation”).

Glossary of Hewlett-Packard Company Terms

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions.

1. **Acceptance.** Acceptance occurs upon the completion of installation and the running of Hewlett-Packard's Standard Diagnostics for products installed by Hewlett-Packard. For products installed by the Government Customer or agents of the Government (Government Set-up Machines) Acceptance is deemed to occur thirty (30) days after delivery of equipment. Refer to Special Item Number (SIN) 132-8.
For products supplied but not manufactured by Hewlett-Packard Company, acceptance occurs when the hardware and/or software is installed according to the original manufacturer's specifications.
2. **Additions.** Any equipment which is acquired to augment or enhance a system or subsystem whether or not obtained from or manufactured by the original supplier of the system or subsystem.
3. **CPU.** The central processing unit (CPU) contains main memory, the arithmetic and logic unit and other components. It is the portion of the computer hardware that does the computing.
4. **Data Processing System and/or Subsystem.** The total complement of individual machines which are acquired to operate as an integrated group.
5. **Days.** Defined as consecutive calendar days unless noted otherwise.
6. **ECOs.** Engineering Change Orders: Revision to a parts list, bill of materials or drawings, authorized by Hewlett-Packard's Engineering Department and implemented within Hewlett-Packard plants during the manufacturing process.
7. **Equipment.** An all inclusive term which refers either to individual machines or to a complete data processing system or subsystem.
8. **Equipment Failure.** A malfunction in the equipment, excluding all external factors, which prevents the accomplishment of a job.
9. **Installation Date.** The date by which Hewlett-Packard must have the ordered equipment ready for use by the Government.
10. **Installation Site.** The physical area where the major portion of the computer system is located (or to be located) including the area within twenty-five (25) feet of the Central Processor.
11. **Machine.** An individual unit including special features installed thereon of ADP Equipment identified by a type and/or model number, such as a central processing unit, additional memory modules, a tape unit, or card reader, etc.
12. **Product.** Hardware and Software License.
13. **Product Enhancement.** An FCO issued to A) enhance performance, speed, capacity and/or other characteristics of a product B) to add new functionality and/or compatibility to a product C) for customer enhancement and D) product migration.
14. **Software License.** Authorization to use a particular software product.
15. **Software Product.** Any software program in any form and including Binary and/or Source as defined below.
 - a. **Binary** shall mean any software product licensed by Hewlett-Packard in a form designated as a "binary" or "standard" option in Hewlett-Packard's SPD for such software product, and any modifications, improvements or updates thereto provided.

- b. **Source** shall mean any software product licensed by Hewlett-Packard in a form designated as a “source” or “listing” option in Hewlett-Packard SPD for such software product, and any modifications, improvements or updates thereto provided. Source includes but is not limited to flow charts, logic diagrams, binaries/object codes, source codes and listings whether in machine or human readable form.

16. **SPD.** Software Product Description.

17. **Substitutions.** Any equipment acquired to replace similar or identical equipment which is part of a system or sub-system, whether or not the substitution(s) is obtained from or manufactured by the original supplier of the system or sub-system.

18. **Terminals.** Video display hardware which includes a keyboard and appropriate connecting cables.

Appendix I

Hardware Product Price List General Information

Introduction

The Hardware Price List is listed by part number.

Data Column Explanations

MODEL NUMBER: Hewlett-Packard Company approved model number for ordering purposes

DESCRIPTION: Hardware product description

NET STD: Appropriate discount has already been applied to the U.S. Standard Price; U.S. Standard Price includes warranty support as described in the warranty section of this price list

"N/A" in the Net Std column means "not available" for that product.

Model Number Identifiers

Certain model numbers are designated with one of more of the following identifiers:

- M = These items, Specific Upgrades, require the return of old modules, boards and/or equipment; reference 132-8 for specific terms.
- # = These items are Energy Star Compliant
- E = These items, Environmental Products, may only be acquired with a CPU and are limited to one each per CPU.
- * = These items, Carrying Cases, may only be acquired with a portable CPU and are limited to one each per portable CPU.
- + = These items, PC Products, may only be acquired with a CPU and must be Factory installed and delivered in the system unit.

() = Two or more of these notes apply.

Appendix II

Software Product Price List General Information

Introduction

The Software Price List includes an alphabetical list of software model numbers designated with the following prefix.

Misc	Software (5-2 model number sequence)
Q2-*****-**	Assets
QA-*****-**	Media and Documentation Kits
QB-*****-**	Packaged Software Components
QL-*****-**	Licenses
QM-*****-**	Licenses
QP-*****-**	Packaged Software Licenses

Data Column Explanations

MODEL NUMBER: Hewlett-Packard Company approved model number for ordering purposes

DESCRIPTION: Brief Software product description

NET STD: Appropriate discount has already been applied to the Standard Price; Price includes warranty support as described in the warranty section of this price list

"N/A" in the Net Std column means "not available" for that product.

Appendix III

Product Warranty, Warranty Uplifts and Extensions

Hewlett-Packard Company's standard commercial warranty terms are incorporated into this contract by reference. The prevailing warranty terms of this contract will be the commercial terms in effect at the time of purchase. Please call the HP Federal Order Desk for additional information, 1-800-727-5472.

HP Care Pack Services: Cost-effectively upgrade or extend your standard warranty with easy-to-buy, easy-to-use support packages. They reduce downtime risks with support levels from basic to mission-critical. And they cover all the IT products your business relies on: servers, storage, networking, desktops, mobile computing, printing and imaging, and software.

HP Care Pack Services can be purchased along with HP products. Choose from a full portfolio of fixed-price packages spanning every key IT support arena.

Please refer to this URL for the latest list and description of care pack services.

<http://h20219.www2.hp.com/services/cache/10950-0-0-225-121.html>

Standard product warranty information may be found on www.hp.com website. Search by "Warranty" and the model number you are interested in. You may also consult the HP Federal customer order desk at 1-800-727-5472.

For Warranty information specific to Alpha products:

http://h18002.www1.hp.com/alphaserver/technology/index.html?jumpid=reg_R1002_USEN (open file at bottom of page, "Other Alpha documentation").

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform in accordance with Contractor's written specifications. The Warranty provided herein is exclusive and is in lieu of all other warranties, whether express or implied. Without limiting the generality of the foregoing, Contractor and its supplier do not warrant that the items are error-free or that their use will be uninterrupted. Contractor and its suppliers specifically exclude and disclaim all warranties with regard to the information and products provided, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Government's exclusive remedy, and Contractor's sole obligation and liability, for any breach of the warranty contained in this Section will be Contractor's performing the Warranty Support described herein.

2. ORDER

A written order, EDI (GSA Advantage! and FACNET), credit card, and BPA or BOA orders shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders, BPAs or BOAs, telephone orders are permissible. Credit card orders should contain a minimum of 1 month of support charges where applicable.

3. TRANSPORTATION OF EQUIPMENT

FOB Destination. The FOB point for all deliverable items ordered hereunder is FOB destination in the forty-eight (48) contiguous United States and the District of Columbia. No charges will apply when shipped by contractor's normal method. Expedited freight charges are on an open market basis only and will be prepaid and billed as a separate item on the invoice.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

When deliveries are made to destinations outside the forty-eight states, delivery will be FOB point of embarkation. The Government will be responsible for all transportation, rigging, and drayage charges beyond point of embarkation. The Government may at its option elect to ship by air freight directly from HP and the Government will pay all associated charges. Risk of loss or damage remains with the Government during the period when the government controls the shipment of equipment outside the forty-eight contiguous states and District of Columbia, unless loss or damage is due to the fault or negligence of HP.

4. INSTALLATION AND TECHNICAL SUPPORT

a. INSTALLATION

When the equipment provided under this contract is not self-installable, the Contractor's technical personnel will be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges for such support are listed below: Training charges are listed in SIN 132-50 or may be ordered outside the scope of the contract. Should installation not occur within 30 days of shipment through no fault or delay of Contractor, the 30th day following the shipment date will be deemed the Date of Installation.

Installation prices are based on the total Hardware portion of the order. Applies only to new equipment ordered under this Schedule contract.

Himalaya S-Series Hardware Installation Charge Matrix

Product ID	From	To	Install Charge	After Hour Install Charge
INSTALL0	\$0	\$ 49,999	\$ 650	INSTALL0-AH \$845
INSTALL1	\$ 50,000	\$ 99,999	\$1,500	INSTALL1-AH \$1,950
INSTALL2	\$100,000	\$149,999	\$2,500	INSTALL2-AH \$3,250
INSTALL3	\$150,000	\$199,999	\$3,000	INSTALL3-AH \$3,900
INSTALL4	\$200,000	\$249,999	\$3,500	INSTALL4-AH \$4,550
INSTALL5	\$250,000	\$349,999	\$4,000	INSTALL5-AH \$5,200
INSTALL6	\$350,000	\$499,999	\$5,000	INSTALL6-AH \$6,500
INSTALL7	\$500,000	\$749,999	\$6,000	INSTALL7-AH \$7,800
INSTALL8	\$750,000	\$1,499,999	\$8,000	INSTALL8-AH \$10,400
INSTALL9	\$1,500,000	And Higher	\$11,500	INSTALL9-AH \$14,950

Installation Includes

- Verify that the customer’s installation site meets the published technical operating guidelines
- Unpack & Inventory Equipment and verify the equipment was not damaged during shipment
- Verify that cables are available for appropriate and safe system installation
- Peripheral Installation (45xx pedestal, 519x tapes, SWANs, AWANs, etc)
- ServerNet Cabling (S-Series)
- Hub Installation (S-Series)
- Power On & Cold Load System
- Sysex Initialization (Internal Tool – Optional), Hardware Troubleshooting, Equipment Action Report, Site Profile
- TSM Remote Access to GCSC
- Turn System Over to Customer

Services beyond the above may be contracted for separately. Please note that all cabling during installation is defined as “Attached and connected to the Himalaya system within the computer room where the system(s) resides”. Cabling to other customer rooms, shafts, overhead storage, or other customer facilities is responsibility of the Government. Start-up/system initialization services are available and recommended for S-series systems and are not included as part of the installation service.

For equipment designated as self-installable in accordance with Contractor’s published specifications, and Government installs such equipment, the 10th day following the shipment date for such equipment will be deemed the “Date of Installation.” Software is generally considered self-installable.”

For equipment designated as not self-installable”, should the Government choose to install such item, the warranty for such item will be declared null and void. An inspection and recertification may be performed at Government expense prior to Contractor’s acceptance of such items for maintenance.

Compaq installation performed outside the hours of 9:00AM - 5:00PM (local time) Monday through Friday, as well as national holidays, will be surcharged at 30%. (See After Hour Install Charge)

5. ACCEPTANCE

Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

Warranty extends only to the original purchaser and may not be transferred to any other party and may not be extended upon expiration of warranty period but it will include resolution of claims made during the warranty period. Contractor's limited warranty does not apply to software provided by contractor under a 'click-wrap' license or to software provided by HP and used primarily to standardize routines or functions or to assist in the maintenance of any product ("Software Tools").

For S-Systems:

- (a) Standard Hardware warranty service will be performed during the Principal Period of Maintenance, which is 9:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding national and HP holidays. Contractor will assist in problem diagnosis and, when necessary, provide replacement parts. If on-site support is needed, the response time will be next business day. Hardware warranty also includes (1) access during the PPM to the GCSC (the Global Customer Support Center) for problem support, (ii) 24 x 7 access to the GCSC in system-down situations, and (iii) Web tools and services.
- (b) Except for any applicable warranty enhancement fees or zone charges, Contractor will render warranty support during the warranty period at no additional charge. Government may upgrade standard Hardware warranty support by submitting an Order referencing the applicable warranty enhancement plan and fee.
- (c) When placing initial system orders, please indicate 1) the support option you are selecting (Support options are described in SIN 132-12); or 2) if support will be on a separate order, please indicate the intended option requirement; or 3) default warranty only is required.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the date of invoicing, whichever is less.

8. TRADE-IN OF INFORMATION TECHNOLOGY (FIP) EQUIPMENT

When an agency determines that Information Technology (FIP) equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in FPMR 41 CFR part 101-46.

9. HIMALAYA S700 SYSTEM – TERMS OF PURCHASE

The S700 system designation is given for a 2-processor Himalaya S-series server configuration for which the maximum number of processors orderable on the server is 2. The processor type may be either the S7400 or S74000 variety (or later generation of processor where applicable.) For this limitation of expandability there are reduced software charges available to the government customer.

- a) Government customers wishing to order the Himalaya S700 series server hereby agree to abide by a 2 processor configuration limit. Should the government customer desire to expand the S700 designated system beyond the 2 processor limit, this will constitute an upgrade to an S7400 or S74000 system, depending on the processor type originally ordered on the S740 designated system. Once upgraded, the government agrees to pay the monthly software charges (license and support) associated with the upgraded system type (the S7400 or S74000).
- b) Customers who purchased the S700 under the One-time license plan and increase the number of processors beyond 2, may be liable for the difference in price of the S700 OLC and the upgraded system type OLC for each Software product originally ordered on the S700. Contractor reserves the right to invoice for this difference in price as calculated based on the price of the OLC at the time of the original purchase.
- c) All other S-series terms, conditions and discounts for license and support apply to the Himalaya S700 system type.
- d) When placing an order for an S700, the following should appear on the purchase order: "This order for a 2 processor Himalaya S-series server is placed as a S700 system type and is subject to the Himalaya S700 terms of purchase."

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE
AND REPAIR GOVERNMENT-OWNED GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT,
AFTER EXPIRATION OF WARRANTY PROVISIONS
(SPECIAL ITEM 132-12)**

1. SUPPORT AREAS:

a. The maintenance and repair rates listed herein are applicable to any Government location within a 50 mile radius of Contractor's Support points (Refer to Appendix B). If any additional charge is to apply because of the greater distance from Contractor's Support locations, the mileage rate or other distance factor shall be stated under the Zone Charges in Appendix A.3.

2. MAINTENANCE ORDER:

a. A written order shall be the only basis for maintenance in accordance with the terms of this contract. Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item 132-12).

Written orders, EDI orders, credit card orders or, in the case of BPA's or BOA's, telephone orders are permissible, however, in any event, an order is required before Contractor will be obligated to provide support.

b. The contractor shall be allowed to provide annual maintenance quotes and honor orders for maintenance placed during the contract period for the equipment shown on the pricelists. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service may be accepted at any time prior to the end of the contract period, even if part of the performance will take place after contract expiration.

c. Maintenance may be discontinued by the Government on sixty (60) calendar days written notice, or shorter notice when agreed to by Contractor; such notice to become effective sixty (60) calendar days from the date notification is received or the date mutually agreed upon.

However, the Government may extend the original discontinuance date upon written notice to Contractor, provided that such notice is furnished at least thirty (30) calendar days, or shorter notice when agreed to by Contractor, prior to the original discontinuance date.

d. Annual Funding. When annually appropriated fiscal funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue.

e. Cross-year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for a 12 month contract period which may cross fiscal years, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending). Pricing will be subject to economic price adjustments, regardless of the number of years of contract commitment.

HARDWARE SUPPORT MAINTENANCE PLANS:

I.

I. SYSTEM SUPPORT MAINTENANCE - Support Plans and Options for Himalaya S Series Systems (Offered as combined hardware and software support.)

Note: Plans and Options may be purchased separately for Hardware and Software).

a. General Provisions:

If Government requests corrective Support and Contractor determines that the malfunction is not related to a Product under a Contractor Support plan, Contractor may charge Government for Support on a time and expenses basis. Contractor will:

At no additional charge to Customers under any applicable Service Plan, HP will:

1. Accept Government's requests 24 hours a day, 7 days a week (24 x 7) for telephone and/or online diagnostic support from Contractor's Global Customer Support Center (GCSC) at 1-800-255-5010. Service requests will be entered as "cases" that are classified by Contractor as Critical, Major, Minor, and No-Impact, defined as follows: **Critical:** An entire System is down or at risk and Customer cannot conduct business as a result of lost operations or continual interruptions to normal functioning. **Major:** The System or application is interrupted, and there is a risk of recurrence. There may be a significant impact upon Government's ability to do business or other evidence of performance degradation, loss of fault tolerance, or intermittent failure and interruptions. **Minor:** A problem is encountered that has minimal impact upon Government's business operation; e.g. a localized or isolated operational nuisance that may include documentation errors. **No impact:** General questions for specific information.
2. Provide remote diagnostics and fault isolation support, if available, provided that Customer establishes connectivity with the GCSC. Contractor reserves the right to charge additional fees if Customer elects not to establish the necessary connectivity with the GCSC.
3. Require all customers to register for Contractor's automatic global delivery tool called **ExpressNotice**. (Enrollment is available at: <https://onepoint.nonstop.compaq.com/buildpage.asp>). This email delivery tool provides vital Software support information to all enrolled customers in a proactive manner by using the email address provided by the Government as the support point of contact. Note: ExpressNotice generates support information notices only for supported Software Releases.
4. Furnish all labor, parts, materials, and on-site support during the Principal Period of Maintenance (PPM) under all applicable Service Plans as necessary to keep Products operating substantially in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance and replaced parts become the property of Contractor.
5. Install mandatory field change orders (FCOs) that are required for the safe or proper operation of Hardware, and perform preventive maintenance (PM) during the PPM if required by applicable Product specifications. Installation of nonmandatory FCOs or performance of PM outside customers PPM will be charged at Contractor's current hourly T&M rates.
6. Provide on-site support, if required, for Systems located within 50 miles of a Contractor's Himalaya and support location. Support provided beyond 50 miles from such support location will incur additional charges.
7. Provide the following Software support under all applicable Service Plans unless Customer elects Hardware support only. All Software on a System must be under the same Service Plan. Note: T&M is not available for Software support.
 - Provide Software media, support Releases, updates to support Releases, documentation, and updates to documentation. Each support Release, update to a support Release, or bug fix, when furnished to Government, becomes part of the Software.

- Verify an existing Software defect, determine the severity or impact of the defect and determine conditions under which the defect may recur. During such verification, Contractor may request further information about the defect from Government to enable Contractor to duplicate or verify the defect.
8. Offer electronic support services that enable 24x7 Government access to Contractor's web sites for support information. Government must pre-register at at <https://onepoint.nonstop.compaq.com/buildpage.asp> (excluding TIM) to use the following services (not available to standard warranty customers):

IPM Scout: Provides vital information for Himalaya Systems such as Software support Release dates, and support Release updates.

Integrity Scout: Provides vital information for Integrity Systems such as Software support Release dates and support Release updates.

Total Web Support (TWS): TWS provides easy web-based access to HP's global problem-reporting database. Customer may access the same database as the GCSC and create new cases, query cases, and update current cases online. This service allows Customer to submit problems and questions to the GCSC 24 x 7.

Total Information Manager (TIM): Provides an integrated source for technical and support information. TIM accesses and integrates collections of documents that are available on local CD-ROM, as well as internet-accessible servers.

Note: Registration for TIM is provided via CD with the purchase of Government's initial System.

KnowledgeBase for NonStop Support (KBNS) This support tool provides answers to known hardware and software problems using an internet based search engine. Customers can search the database using common expressions and technical terminology to locate solutions. This tool is available to customers with hardware **and** software support contracts.

- b. System Support Plans for Himalaya S Series Systems:

Continuous Availability Under the Continuous Availability plan, the PPM is 24 hours a days, 7 days a week including national holidays. Features include a) immediate access 24 x 7 to the GCSC for Critical problems. b) For Systems located within 50 miles of Contractor's Support location, 2 hour on-site response time as needed; c) Immediate first technical contact (FTC) by the GCSC for Hardware and Software problems; and d) 24 X 7 Hardware and Software defect and usage support. National holiday support included in Continuous Availability is corrective maintenance only. PM and FCO coverage on national holidays is available for a 5% surcharge on the base system support charge (BMMC + MSC)

High Availability The PPM is 24 X 7, including national holidays. For Systems located within 50 miles of Contractor's Support location, Contractor's will schedule a SE for arrival on Site within 4 hours, as needed. Also included: Immediate access 24 X 7 to the GCSC for Critical problems; 15 minute FTC when contacting the GCSC for non-critical problems. And 24 X 7 Hardware and Software defect support. The High Availability plan also includes: software usage support through the GCSC during the hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, including holidays. National holiday support included with the High Availability is corrective maintenance only. PM and FCO coverage on national holidays is available for a 5% surcharge on the base system support charge (BMMC + MSC).

Enhanced Availability Under the Enhanced Availability plan, the PPM is 8:00 a.m. to 5:00 p.m., local time, Monday through Friday excluding national holidays. Features include: Immediate access 24 x 7 to the GCSC for Critical problems. For Systems located within 50 miles of a Contractor's Support location, Contractor's will schedule a SE for arrival on Site next business day, as needed. The Enhanced Availability plan also includes: One hour FTC when contacting the GCSC for Non-Critical problems and 9 x 5 software usage and non-critical defect support.

Assisted Partnership Availability Under the Assisted Partnership Availability plan, the PPM, is 8:00 a.m. to 5:00 p.m., local time, Monday through Friday excluding national and Contractor holidays. In addition, software updates and online manuals are provided, a CD collection of support documentation, functional fixes, and 24 x 7 phone access to the Global Customer Support Center for critical hardware and software problems. During the PPM, government will e-mail all support requests to the GCSC, or use TWS (No

telephone support). Contractor's GCSC specialists, with dial-in capability, will remotely diagnosis problems and, when necessary, ship replacement parts, priority delivery, for Government replacement and/or installation. (Holiday Coverage is not available with Assisted Partnership.) Government is responsible for (i) packaging all returned in their original packing materials. If the original packaging is not available, returned items must be packaged in protective materials to avoid further damage during the shipping process. Further damage received by parts due to improper packaging will be charged to Government (ii) shipping replaced hardware and parts to Contractor's within 72 hours of receipt of the replacement unit or part; and (iii) paying the return shipping charge to Contractor's designated return facility and bearing the risk of loss until the hardware or parts are received by Contractor. If Contractor does not receive the replaced hardware and parts within 72 hours of receipt of the replacement unit or part, Government agrees to pay the then current price for the hardware or parts.

c. System Support Options for Himalaya S Series Systems:

The options stated below may be selected in addition to a Support plan subject to the charges or discounts applicable to each Option:

1. Multiple System Software Support is available for Agencies with more than one System and desires cost-effective Software support. "Multiple System" means a System for which the Government elects to receive software support through a Primary System. "Primary System" means each System that is not a Multiple System. Government a) must identify each Primary System and its corresponding Multiple Systems; b) identify a qualified, key contact person(s) and be responsible for working all problems with Contractor; c) Identify, document, report, and re-create any problem for which support is requested.

Multiple Systems Support will be provided under the following obligations:

- i. The Primary System must be approved by Contractor's then current policy. All Licensed Products on a Multiple System(s) must be licensed on the Primary System;
- ii. In the event of a problem, the Government must identify the particular system number to the GCSC of the effected system for analysis.
- iii. If the nature of the support request is not specific to the Multiple System(s) the Primary System is to be referenced;
- iv. Support is provided to all systems, both Primary and Multiple Systems during the Government's selected principle period of maintenance (PPM) (Executed on a country-by-country basis.);
- v. Contractor will provide Releases and Release updates to a Primary System only, and Government will distribute such Releases and Release updates to each designated Multiple System; and
- vi. Software licensed on the Multiple Systems must be on the Primary system and be on a supported software release level.
- vii. Himalaya S-series servers cannot be inter-mixed with other system types and require their own Primary System. (Example: A Himalaya K cannot be the Primary system to a Himalaya S system.)
- viii. The price for this Option is 33% off the GSA base MSC. This additional discount does not apply to the MSC on the Primary System. Each qualified Multiple Himalaya S system is eligible for a discount off the net GSA monthly support charge (MSC) price. The Primary System must be on Continuous, High or Enhanced Availability support plan.
- ix. Customers selecting MSS are also eligible to qualify for Multi-Year Term discount. (Not eligible for Volume discount)

Note: Contractor retains the right to refuse to provide Multiple System Support in cases where the above conditions are not met.

2. Remote Bypass: Provides Customers whose security policies prohibit a remote diagnostic system-to-system link, a direct telephone link, to the GCSC. The GCSC agent will log an incoming request for support and an engineer will be dispatched onsite. (Excludes Desktop Products). There is a 12% surcharge to the base BMMC for this service.

3. Holiday Coverage provides corrective Support coverage during the PPM on all national holidays if not already covered in the plan; Mandatory FCO coverage; and installation on national holidays (Available

only as contractor resources permit and which must be scheduled and approved in advance by the local support services Manager, and may be subject to additional charges.)

d. Volume Discounts for Himalaya S Series Systems: Volume discounts from listed maintenance Support rates for multiple machines owned by Government and under a single maintenance order and residing in the same country, are indicated below. A volume discount is a fixed percentage deducted at time of invoicing from the BMMC and MSC and applies only to the Continuous, High, and Enhanced Availability Support System Support plans. The MSC for systems under the MSS plan are excluded from the Total BMMC/MSC used in determining the Volume Discount. Systems under the MSS plan may not receive a Volume discount on their Software support charges but may receive the Volume Discount on their BMMC. Customers on Assisted support plan receive flat 3% discount off their net GSA BMMC at time of invoicing.

Volume Discount Table for Himalaya S Series Systems
 (Expressed as Monthly Total BMMC/MSC)

From BMMC/MSC	To BMMC/MSC	Percent Discount
\$0	\$36,499	10%
\$36,500	\$41,999	11%
\$42,000	\$47,499	12%
\$47,500	\$52,999	13%
\$53,000	\$58,499	14%
\$58,500	\$63,999	15%
\$64,000	\$69,499	16%
\$69,500	\$74,999	17%
\$75,000	Up	18%

e. Multi-Year Term Discounts - Himalaya S systems are eligible for the same multi-year term discounts as described below

Government may elect to receive a multi-year term discount on applicable Support charges in consideration for committing to have all applicable Products under a single maintenance order for a specified term of 2, 3, 4, or 5 years.. The specified minimum term will begin on the Support effective date for the initial system acquired under the multi-year maintenance support plan. Government may reduce the volume of items under Support by up to 10% of the total support charges paid for the preceding 12 month period without additional charge. However if at any time that the cumulative effect of such reductions exceeds 10% of the total support charges paid for the preceding 12 month period, a cancellation charge not to exceed 6 times the monthly support charge for all cancelled products will apply. Cancellation charges will not apply if cancellation is due to Product upgrade or if Government discontinues use of the Products. Customers under Cooperative support plan are not eligible for Multi-year Discount.

1. After the minimum term (i) Contractor may, upon 90 days prior written notice, amend or modify a support plan effective on the date stated in such notice, and (ii) Government or Contractor may, upon 60 days prior written notice, terminate Support. Government’s obligation to pay further applicable support charges will cease with respect to any or all supported products on date of termination. The hardware Support plan options described herein may be terminated by Contractor or Government upon 60 days prior written notice.
2. Contractor reserves the right to evaluate/adjust the level of discount granted for discount at time of annual maintenance renewal.
3. If, at the time of order, a purchase order (P.O.) for specified periods of performance for 2 to 5 years is funded for twelve (12) months or less, the Government agency or authorized prime must state on the P.O. that, “This order is hereby placed pursuant to the multi-year term provisions of the referenced Information

Technology Schedule. The term of the order will be twenty-four (24); thirty six (36); forty-eight (48); sixty (60) months [state whichever term is applicable] or until Contractor's GSA Contract expiration, which ever is lesser. The unfunded portion of this order (__ months) is subject to availability of funding"

Term Discount Table for NonStop S Systems	
Term	Percent Discount
2 Years	3%
3 Years	4%
4 Years	5%
5 Years	7%

3. LOSS OR DAMAGE:

When Contractor removes equipment to their establishment for repairs, Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

4. SCOPE:

- a. Contractor will be obligated to provide maintenance on all equipment listed herein as requested by the Government agency during the contract term.
- b. Equipment being placed under a maintenance Support contract shall be in good operating condition.
 1. In order to determine that the equipment is in good operating condition, the equipment will be subject to a fee-based inspection by Contractor and a 30 day running-in period prior to Contractor placing the equipment under contract. Problems during the 30 day running-in period will be paid for by Government at the hourly repair rate plus repair parts as specified.
 2. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by Contractor, if the equipment was under Contractor's warranty or maintenance responsibility immediately prior to the effective date of the maintenance order and has not been moved or supported by other than the Contractor.
 3. If the equipment was not under Contractor's warranty or maintenance responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of this Special Item number.

5. RESPONSIBILITIES OF CONTRACTOR:

- a. For equipment not covered by a maintenance contract or warranty, Contractor's repair Support personnel shall complete repairs as soon as possible, at the then current time and expense rates, after notification by the Government that Support is required.
- b. Contractor warrants to Government that on the Date of Installation and thereafter for any applicable published warranty period, that, when properly installed and operated, hardware will meet its then-current specifications published by Contractor for such Products, and each item of Software will perform as described in its then-current user documentation published by Contractor. The hardware and/or any replacement parts used in performance of warranty Support may include some remanufactured components which are warranted the equivalent of new in performance and reliability. Any replaced part assumes the warranty status of the removed part. If a Product has a recurring failure, Contractor, at its discretion, may elect to replace the Product with a comparable product. All replaced parts or Products under this limited warranty become the property of Contractor. Each Licensed Product will perform as described in Contractor's then-current user documentation for such Licensed Product.
- c. **SUPPORT LIMITATIONS**
 1. Neither Contractor's warranty Support obligations or post-warranty Support obligations hereunder will apply to any supported product if adjustment, repair, or parts replacement is required because of (i) accident, neglect, misuse, failure of electric power, failure of Government to provide appropriate environmental conditions, relocation of hardware, or causes other than ordinary use, (ii) repair or alteration, or attempted repair or alteration, of any supported product by Government or anyone other than Contractor or Contractor's authorized service provider, (iii) failure caused by a product for which Contractor is not responsible, (iv) Government's connection of another machine or device to Maintained Hardware which makes Support impractical or which has caused damage to such Maintained Hardware, (v) damage or destruction caused by natural or man-made acts or disasters, or (vi) failure of a Supported Product, not otherwise verified by Contractor as Year 2000 compliant, to correctly receive, process and provide date data within and between the twentieth and twenty-first centuries.
 2. Support does not include cosmetic repairs, cabling, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, or attaching additional devices.
 4. Contractor will not be required to provide Support for any item of Maintained Hardware on which neither the current nor the immediately preceding release of licensed software has been installed.
 5. Support for Legacy products and certain other CISC systems (TXP, EXT, LXN, VLX, CLX, CLX/R1000, CLX/R1100, Cyclone; Himalaya K100 and K110 systems, Integrity S100, S200, S300 and S1300 systems and Integrity FT S1400E, S1450 and S1455) will not be available after December 31, 1999 except under limited conditions outlined below:
 - a) Service will be provided on a reasonable commercial-efforts basis, subject to the availability of parts, and the availability of HP's trained resources, commencing on January 1, 2000, continuing through December 31, 2000.
 - b) After January 1, 2001, Orders for support will be accepted on a Month to Month basis or if customer wishes to issue order for a longer period, the order will be subject to a 60 day termination notice.

6. RESPONSIBILITIES OF THE GOVERNMENT:

Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract, unless agreed to by Contractor. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.

For all support plans, responsibilities of the Government shall also include the following:

a. Communication

Direct all requests for information and support to the GCSC. Government to identify, document, and report each Product problem that necessitates service.

b. Government Agency Focal Point

Designating a principal and an alternate person in the Government's agency who will be familiar with the hardware and have the ability to perform diagnostic tests for operation of the hardware. This person will be present during all maintenance actions by Contractor, and will serve as the single point of contact for support. This person will supply Contractor with all assistance and any information necessary to demonstrate, diagnose and correct the hardware malfunction.

c. Problem Determination

Government personnel will assist in the determination of a problem found with either the software or hardware, via on-line access and performed by the Government with telephone assistance and guidance from the GCSC. For diagnosis performed via on-line access, the Government agency is responsible for installing and maintaining a direct line for on-line Access to each System and will allow Contractor on-line Access to a System via Direct Line so that Contractor can promptly provide maintenance action. Establishment of the Line will be at Government's expense. Government will promptly install each correction to Software problems provided by Contractor.

d. Access and Environment

1. Providing Contractor with safe access to the hardware and adequate work space to enable Contractor to perform its support. Providing Contractor with all documentation and assistance necessary to demonstrate and diagnose each hardware problem and allowing Contractor to implement promptly each repair, temporary procedure, Field Change Order or other action, to restore the hardware to operate substantially in accordance with applicable published specifications.
2. Providing adequate space in the hardware for Contractor's storage and continuous operation of any software or other diagnostic tools. Permitting Contractor to remove its diagnostic software or other diagnostic tools upon termination of Contractor maintenance, or at Contractor's option regardless of reason. Where Contractor offers a license for its diagnostic software, the Government may obtain the right to use such software by executing Contractor's standard software license contract and paying associated fees.
3. Upon termination of Contractor maintenance, providing Contractor personnel access to the installation for the purpose of removing Contractor-owned test equipment, tools, spare parts, etc.
4. Providing Contractor with access to a computer terminal or workstation for use in performing diagnostics. Operating the hardware and maintaining the environment of each item of hardware according to operations and Support clearance instructions furnished by the manufacturer.
5. Provide peripheral cabling, including fiber optics.

e. Maintenance

1. Performing routine maintenance on the hardware in accordance with current operating manuals for such hardware.
2. Paying the cost of all consumable items necessary for use of the hardware and using only consumables consistent with Contractor's product specifications. Installing any new releases or updates of software licensed from Contractor. Contractor will not be required to provide maintenance for any system on which either the current or the immediately preceding release has not been installed.

f. Relocation or Reconfiguration

Notifying Contractor in writing at least 30 days before moving any item of hardware to a new location or undertaking any reconfiguration of the hardware. Should Government require the support of Contractor in connection with the relocation of the hardware, Government will pay Contractor's Labor and Parts charges as described in this SIN for that support. Contractor will notify Government if such move or reconfiguration results in additional Support charges.

g. Protection of Software and Non-Covered Parts

Undertaking appropriate backup, removal and protection of any software programs, databases and removable storage media contained in any hardware supported by Contractor. At Contractor's request, Government may be required to remove hardware, parts, accessories or attachments which are not supported under their Support plan order prior to support of the hardware unit by Contractor.

h. Confidentiality

Taking all reasonable precautions to prevent Government's employees or contractors from disclosing to any unauthorized persons any confidential or proprietary information, software or materials furnished by Contractor. And, upon termination of Contractor maintenance, promptly returning confidential or proprietary information or materials provided by Contractor under this Contract.

7. INVOICES AND PAYMENTS:

- a. Invoices for both hardware and software maintenance Support shall be submitted by Contractor on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
- b. Payment for maintenance Support of less than one month's duration shall be prorated at 1/30 of the monthly rate for each calendar day.
- c. Invoices for repair Support and parts shall be submitted by Contractor as soon as possible after completion of work. Payment under blanket purchase orders will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering support under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with the Repair Parts section.

8. PRODUCT END OF LIFE:

- a. Contractor's products are defined, introduced, sold, and supported under its life cycle policy. During the period that any product is offered, the actual life cycle of the product is subject to modification based on changing circumstances, which can be either external or internal to the Company. These modifications and the notification of the product status within the life cycle should allow customers to maximize their current investment, and to make plans to implement replacement product. These changes in status are caused by a variety of factors; from the speed of technological initiatives, to the nonavailability of hardware components. A listing of End of Life products is available on-line.
- b. Contractor no longer supports the following products: TNSI, TNSII, TNSII with EXT processors, or any associated peripherals to these obsolete platforms.
- c. Contractor may withdraw support from hardware and software items which it no longer provides support commercially with 90 days advance notice.

9. REPAIR SUPPORT AND PARTS POST WARRANTY: (Outside or no Maintenance Support Plan)

- a. Government may contract for such services and parts outside the scope of this contract.

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSE (SPECIAL ITEM 132-32),
PERPETUAL SOFTWARE LICENSE (SPECIAL ITEM 132-33) AND
MAINTENANCE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. PURCHASE TERMS

- a. **ACCEPTANCE.** The Government shall accept or reject software in writing within thirty (30) calendar days after date of shipment. The Contractor will deem the software to be accepted on the 30th day if Government fails to provide notice of either acceptance or rejection by the 30th day after ship date.
- b. **WARRANTY.** All software furnished pursuant to the terms of this contract will be warranted to perform as described in Contractor's then current user documentation for such software for the periods ranging from 0 to 90 days as specified in the Price List.

2. TECHNICAL SUPPORT

A. SOFTWARE WARRANTY SUPPORT FOR THE HIMALAYA S SERIES SYSTEMS

1. Except for any Software Product previously installed and upgraded to a Himalaya S Licensed Product, the Warranty Period for each Licensed Product will commence on the first day of the second month following the date of shipment and continue for such period as may be specified in Contractor's Price List. for software on supported releases. The warranty period is for 90 days unless otherwise specified. For a Licensed Product provided on a per processor basis and added to an installed System, the Warranty Period will be limited to any remaining Warranty Period on the System for the same Licensed Product previously installed. Except for any applicable warranty enhancement fees or zone charges, Contractor will render warranty Support on Licensed Products as described below ("Warranty Support") at no additional charge.
2. Access during the PPM (between the hours of 9:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding national and local HP holidays) for defect and usage support. Warranty Support may not be extended upon expiration of the Warranty Period, but will include resolution of claims made during the Warranty Period.
3. A Government agency may upgrade standard Warranty Support to the level of another Support Plan by submitting an order referencing the applicable warranty enhancement level and fee. If a Government agency adds Software to an installed system, warranty Support for the added product must be upgraded to the same support plan, if any, as that of the Software already installed on that System. Government will need to adjust their existing support order to accommodate the change resulting from upgrading the warranty support plan.
4. Warranty Support consists of:
 - a. **Database Access.** Contractor will make available for Government's access, Contractor's database for known problem resolutions. Government will research such database for existing resolutions before submitting a request to Contractor for corrective Support for a non-critical defect. Requests for corrective Support will be made to the GCSC via electronic mail or by choosing to enroll in Total Web Support (TWS). TWS is an electronic tool that allows customers to submit problems and questions, and to check on the status of open cases 24 X 7..
 - b. **Corrective Support.** Service requests will be entered as "cases" that are classified by Contractor as Critical, Major, Minor and No Impact (refer to Glossary). For Critical Defects, Government will have 24 x 7 access to the GCSC by electronic mail, or phone to request corrective Support. A critical defect means that the Government's application is down or is at high risk, business functions cannot be conducted, or Government is experiencing continual failures or data corruption as a result of the defect ("Critical Defect"). Corrective Support will include verification of the existence of a defect, determination of the severity or impact of the defect, and determination of the conditions under which the defect may recur. During such verification,

Contractor may request further information about the defect from Government. After sufficient information is provided to enable Contractor to duplicate or verify the defect, Contractor will, at its option:

- i. for a critical defect, commence action within 2-shift hour response using commercially reasonable efforts to provide an immediate fix or temporary solution of or workaround to the defect;
- ii. for a non-critical defect commence action within an 8-shift hour response to provide either the action set forth in i in this section for critical defect or a statement that the defect will be corrected in an interim product modification (IPM) or a future software Release;
- iii. provide a statement that the Licensed Software operates as described in Contractor's then-current user documentation or that the defect arises when such Software is used other than in a manner for which it was designed.

5. To locate the GSCS nearest you: E-mail: my.gscs@compaq.com. Website for worldwide contract information: <http://support.himalaya.compaq.com/GSCSphone.htm>. Be sure to have the following information available before calling for service: Product name, marketing identifier, and Designated System number; Applicable error messages; Operating System release level; Third-party hardware or software; and any detailed questions you have.

6. If Support provided hereunder is determined by Contractor to be outside the scope of Warranty Support, Contractor will invoice such Support outside the scope of this contract.

3. SOFTWARE SUPPORT

I. Software Support for Himalaya S Series Systems

Refer to Section, SYSTEM SUPPORT MAINTENANCE of Special Item Number 132-12 for a description of support plans (Begins page 26).

4. PERIODS OF TERM LICENSE - (132-32) AND MAINTENANCE (132-34)

- a. Contractor shall honor orders for periods of one year or less.
- b. Term licenses (MLF/MLCs) may be discontinued by the Government on thirty (30) calendar days written notice to Contractor. Software maintenance (MSC) may be discontinued by the Government on sixty (60) calendar days written notice to Contractor. The effective date for the discontinuance will be the first day of the month following the notification period.
- c. All orders automatically expire on September 30 of the contract term or on the date specified on the order. Sixty (60) calendar days prior to the expiration date of an order, the ordering office should notify Contractor, in writing, if the license/maintenance is going to be permitted to expire. Orders for continued license/maintenance will be required, if license is to be continued during the subsequent period.

5. CONVERSION FROM TERM TO PERPETUAL LICENSE

- a. The Government may convert licenses from term to perpetual for any or all software at any time following acceptance of software by placing an order for the software at the current Onetime License Charge (OLC) stated in the Price List.
- b. Conversion credits for term licenses, i.e., Monthly License Charges (MLCs), converting to current Onetime License Charge (OLC) are not offered.
- c. The software shall be discontinued from term license on the first day of the month following the invoice date of the OLC, the effective date of conversion.
- d. No conversion credit is offered.

6. TERM LICENSE CESSATION

- a. After a software product has been on continuous term license (MLF/MLCs), a fully paid-up, non-exclusive, perpetual license for the software product does not automatically accrue to the Government.

- b. Contractor agrees to provide updates within a Software release for the software as long as the government is on a Software Support plan.

7. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

Software acquisition is limited to commercial computer software defined in FAR part 2.101.:

When acquired by the Government, commercial computer software and related documentation shall be subject to the following:

- a. Contractor hereby grants to Government a non-exclusive, non-transferable license, without right to sublicense, for the use of each item of Software on the Designated System (or as otherwise designated) for Government's business use only. Except for agents or contractors who need to use such item of Software in the performance of their duties for Government, Government will not permit any item of Software to be used by any other person or on any other computer system; provided, however, that the item of Software may be used on another computer system identified to Contractor only during such time that the Designated System is inoperable due to natural disaster, accident, or other cause outside of Government's control. No source code and no license to use source code is provided hereunder.
- b. Government will not reverse engineer, decompile or reverse compile, disassemble, list, print or display any Software or otherwise attempt to obtain the source code or other Confidential Information from any Software. Government will not modify, or permit any person other than Contractor to modify Software or any part thereof.
- c. No Software or part thereof may be duplicated by Government except that Government may (i) copy and distribute a release of a Licensed Product to Designated Systems and (ii) make one copy of any machine-readable portion solely for Government's normal archival or security backup purposes. Government will properly reproduce on each such copy all notices of patent rights, copyrights, trademark rights or trade secret rights in such Software or any part thereof.
- d. Use of certain Licensed Products may be limited to a maximum number of users. Also certain software licenses may be provided under a User-Based License arrangement for both perpetual (OLC, OTC) and term (MLC) licenses in which the license to use the software on a Designated system is based upon the maximum number of concurrent end user devices. In the case of a User-Based License arrangement, Contractor will be permitted reasonable access to verify the number of concurrent end user devices to establish the appropriate User-Based License charge. If a review of the documentation/data reveals that Government is under paying User-Based License charges based on increased numbers of concurrent end user devices, Contractor will invoice Government the then current incremental charges in accordance with the current Price List.
- e. Software Tools are provided "as is" and Government has full responsibility for their installation and support. Contractor may provide limited support of Software Tools on an as-available basis.
- f. The license for any item of Software granted by Contractor will be effective from the date such Software is shipped or furnished to Government and, unless sooner terminated as provided herein, will terminate in the event the Designated System or network hardware for such item of Software ceases to be within the possession and control of Government.
- g. Government may terminate the license for any Software together with the obligation to pay further applicable license charges, effective no less than 30 days after the last day of the month in which the notice of termination is received by Contractor.
- h. Upon the termination of any license granted hereunder for any item of Software for any reason, all rights of Government to use the item of Software will cease, and
 - 1. Government will immediately destroy or return such Software, all back-up copies, and portions or derivative works thereof, to Contractor, or Government will grant access to the Licensed Products to Contractor, upon request during Government's normal business hours, to remove such Software, and
 - 2. Upon request, Government will promptly certify to Contractor in writing that all copies of the Software have been returned to Contractor or destroyed and that no copy of the Software remains within Government's possession or control.

- i. In the event of a termination of any license for which a fee or charge has been paid, there will be no refund or credit to Government.
- j. In the event that a system is physically moved, the license to use the software may continue under the terms of this contract. Term licenses, that is, licenses paid on a monthly basis (MLF, MLC), would need to continue to be paid in order to retain the license. Support for such software would be subject to approval of the Contractor.

8. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

As a general rule, Contractor does not allow monetary credit to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Software is licensed by system type. Refer to the Price List for details.

10. RIGHT-TO-COPY PRICING

Contractor does not offer Right-to-Copy pricing.

11. INVOICES

- a. Invoices for software maintenance Support shall be submitted by Contractor on a monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
- b. Payment for maintenance Support of less than one month's duration shall be prorated at 1/30 of the monthly rate for each calendar day.
- c. Payment under blanket purchase orders will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering support under the contract.
- d. Invoices for new term licenses (MLC) begin the first day of the second month from shipment.

12. DISCOUNTS FOR LICENSE CHARGES

- a. The Government will receive a minimum of a 20% discount for software related to Himalaya Systems. The Government may qualify for greater discounts on their License Charges for Himalaya Systems as shown in paragraph f. The discounts available under the Multiple System License Discount Plan (MLSD) do not below do not apply to any Software support charges or with any other Software License discounts. Systems subject to other special or promotional pricing, discounts, may be included when calculating the System Volume but are not eligible to receive the Multiple System License Discount.
- b. For purposes of determining discount levels under this plan, "System Volume" means the number of Himalaya systems installed and under one initial license order, and "Average CPUs Per System" means the number of Himalaya processors divided by the number of Himalaya Systems on which those processors are installed.
- c. Based upon the Volume Discount Schedule and the Configuration Discount Schedule set forth below, monthly license fees in effect on the date of the invoice will be reduced by the applicable discount (as calculated) and agreed upon by the contractor. The Volume Discount Schedule, based on System Volume, is applicable to Software installed on Himalaya systems only. The Configuration Discount Schedule, based on Average CPUs Per System, is applicable to Software installed on Himalaya Systems only if 5 or more Himalaya Systems are installed. The Configuration Discount is in addition to the Volume Discount. (Refer to Appendix C for a worksheet for determining applicable discount.)
- d. In order to receive the discount under the Multiple System License Plan, Government agrees to maintain all Software receiving discounts under this Plan as Current Licensed Products as defined in this contract. HP reserves the right to withdraw the MSL discount from any Software that is not a Current Licensed Product during the term of the order.

- e. The discount as calculated at time order is placed for the License Charges will remain in effect during the term of the order and will not be revised for changes in System Volume or Average CPUs Per System until September 30 in the case cross year funding or the term of the order, whichever is sooner. Additional Software installed on an eligible System during the term of License order will automatically receive the discount.

f. MULTIPLE SYSTEM LICENSE DISCOUNT SCHEDULE

**VOLUME DISCOUNT SCHEDULE
 FOR HIMALAYA SYSTEMS**

**CONFIGURATION DISCOUNT
 SCHEDULE
 FOR HIMALAYA SYSTEMS ONLY
 (5 System Minimum)**

System Volume	Discount	Average CPUs Per System	Discount
35	21%	2 - 3	20%
50	22%	4 - 5	15%
75	23%	6 - 7	13%
100	24%	8 - 10	10%
150	25%	11 - 13	5%
		14 or more	0%

- g. The Government will receive a 20% discount on monthly licenses associated with Pre- Himalaya Systems and Himalaya systems regardless of the number of systems. Discounts are applied at time of invoicing. Himalaya systems are eligible for greater than 20% discount based on the above Multiple System License Discount Schedule (f.).

DEFINITIONS (NonStop):

“CE/SE” means the Contractor’s Customer Engineer or System Engineer. A Customer Engineer is proficient in supporting hardware support needs and a System Engineer is proficient in supporting both hardware and software support needs.

"Critical" Service request classification: Used by Global Customer Support Center (GCSC) to classify service requests. A call is “Critical” when a Government's application/system is down or is at high risk and business functions cannot be conducted as a result of lost operations or continual interruptions to normal functioning.

“Current Licensed Product” means any Licensed Product which is contained in a Release for which Contractor has not provided notification of Support discontinuation or for which the period time specified in such notification has expired. Refer to the Software Product Maintenance List (SPML) for software support level information.

"Designated System" for any Licensed Product means a computer system that is owned or controlled and operated by Government and designated as the System on which the Licensed Product will be used.

"Desktop Products" means single functional unit or units that are external to the System. Desktop Products include terminals, terminal cluster controllers, video display monitors, keyboards, workstation disk drives, workstation electronics cabinet(s), workstation peripherals, and printed circuit boards that are internal to Desktop Products.

“Field Change Order” (FCO) is a document that clearly defines procedures to implement product changes for equipment safety or proper equipment operation during the Government’s Principal Period of Maintenance (“PPM”).

“Government” is defined as the smallest component of a Government agency such as a department, division, or other branch of that Government agency expressly covered by a specific order under this schedule.

"Licensed Product" means any item(s) of software, in object code only, including user documentation and related materials, that is furnished by Contractor, excluding Software Tools and software provided with a shrink-wrap or ‘click-wrap’ license. Software provided under a shrink-wrap or click-wrap license will be subject to that shrink-wrap or click-wrap license.

"Maintained Hardware" means computer and related equipment furnished by Contractor or another vendor, for which Support is provided by Contractor under this Contract.

“Major” service request classification: Used by Global Customer Support Center (GCSC) to classify service requests. A call is “Major” when the System or application is interrupted, and there is a risk of recurrence. There may be a significant impact upon Government’s ability to do business or other evidence of performance degradation, loss of fault tolerance, or intermittent failure and interruptions.

“Minor” service request classification: Used by Global Customer Support Center (GCSC) to classify service requests. A call is “Minor” if a problem is encountered that has minimal impact upon Government’s business operation; e.g. localized or isolated operational nuisance that may include documentation errors.

“Monthly License Charge” (MLC) means the license charge payable by the Government on a month to month basis for the use of a Himalaya K, Legacy Integrity or Himalaya S Licensed Product as indicated in the price list. A MLC is considered a term license, that is, the license fee must be paid in order to continue the license.

“Monthly License Fee” (MLF) means the license fee payable by the Government on a month by month basis for the use of Licensed Products associated with Pre-Himalaya K systems (systems introduced prior to October 1, 1993) as listed in the Price List. A MLF is considered a term license, that is, the license fee must be paid in order to continue the license. (Initial License Fees (ILFs) for additional products are not offered under this contract.) Software support is only available on Current Licensed Products. Although most Pre-Himalaya systems are not Current Licensed Products, to the extent a particular system includes Current Licensed Products, refer to the Software Product Maintenance List (SPML) for specific software support level information.

“Monthly Support Charge” (MSC) means the charge specified by Contractor for warranty enhancement or post-warranty Support of a Himalaya K, Himalaya S, or certain Legacy Integrity Licensed Product/s.

"Multiple System" for purposes of support means a System or Systems for which Customer elects to receive Software support through one Primary System.

“Next Business Day” (response time for on-site service obligations) means Contractor will respond on-site by the business day following a request for service. Requests for services received by Contractor are based on the standard office hour window for the calendar day in which the call is logged for the country in which the call is logged.

“No Impact” service request classification: Used by Global Customer Support Center (GCSC) to classify service requests. A call is classified as “no impact” for General questions for specific information.

“One time License Charge (OLC) means the non-refundable license charge specified by Contractor for use of a Himalaya K, Legacy Integrity or Himalaya S Licensed Product as indicated in the Price List.

“Pre-Himalaya” means systems which were introduced prior to October 1, 1993. Examples of a Pre-Himalaya system are TXP and CLX.

“Preventive Maintenance” (“PM”) means a regular inspection of hardware by physical inspection, cleaning, adjusting and testing of hardware to maintain a system in good working order.

"Primary System" means each System that is not a Multiple System.

“Principal Period of Maintenance” (“PPM”) means the unique hours of on-site support coverage according to the selected support plan.

"Release" means a collection of software product versions which are packaged into a single entity and, as such, is made available by Contractor periodically to its customers. A Release includes any enhancements or other changes made by Contractor to those software products. A Release may contain patches and bypasses previously furnished to some customers.

"Site" means a common geographic location of the system(s).

"Software" means Licensed Product(s), and/or Software Tool(s) as defined in the Maintenance and Repair Section of this contract.

“Software Tool” means any item(s) of proprietary vendor software, excluding Licensed Products, developed or provided by Contractor and used to standardize or simplify routines or functions, enhance productivity, or assist in the maintenance of any product. Software Tools may include but are not limited to metrics, routines, diagnostics, templates or other devices.

"Support" means hardware maintenance and/or software support provided by Contractor under this contract.

“System Support” means any item of maintained hardware (and/or software) for which Support is provided by Contractor under this Contract.

"User-Based License" means the license to use certain software on Designated System based upon the maximum number of concurrent end user devices.

Appendix A

Zone Charges and Response Times for Remote System Support

Air Miles from Support	Standard System Response Location	Standard Desktop Product Response	Systems Zone Charge (and co-located Desktop Products)	Desktop Products Zone Charge (per unit/month)
Enhanced Availability Support Plans:				
0-50	8 hours	8 hours	No Surcharge	No Surcharge
51-100	8 hours	16 hours	No Surcharge	BMMC +\$30
101-150	16 hours	24 hours	BMMC +5%	BMMC +\$30
151-200	16 hours	Quote	BMMC +10%	BMMC +\$50
201+	Quote	Quote	Quote	Quote
High Availability Support Plans:				
0-50	4 hours	8 hours	No Surcharge	No Surcharge
51-100	8 hours	16 hours	No Surcharge	BMMC +\$30
101-150	8 hours	24 hours	BMMC +5%	BMMC +\$30
151-200	16 hours	Quote	BMMC +10%	BMMC +\$50
201+	Quote	Quote	Quote	Quote
Continuous Availability Support Plans:				
0-50	2 hours	4 hours	No Surcharge	No Surcharge
51-100	4 hours	8 hours	No Surcharge	BMMC +\$30
101-150	8 hours	16 hours	BMMC +5%	BMMC +\$30
151-200	16 hours	Quoted	BMMC +10%	BMMC +\$50
201+	Quote	Quote	Quote	Quote

Actual transportation and accommodation expenses are also billed to the Government for travel to sites over 200 miles from the closest Contractor Support Location.

Appendix B

SALES AND SERVICE OFFICES

(Locations are provided as a guide. Contact Contractor prior to using city location for purpose of calculating zone charges for support service.)

<u>STATE</u>	<u>CITY</u>
ARIZONA	Phoenix
ARKANSAS	Little Rock
CALIFORNIA	San Ramon Cupertino San Francisco Los Angeles (Long Beach, Alhambra) Riverside San Diego Santa Clara (Aptos) Sacramento (Woodland Hills)
COLORADO	Englewood
CONNECTICUT	Milford
FLORIDA	Jacksonville Hollywood Tampa Winter Park
GEORGIA	Atlanta
HAWAII	Honolulu
ILLINOIS	Chicago Itasca
INDIANA	Ft. Wayne Indianapolis (Carmel)
IOWA	Cedar Rapids West Des Moines
KANSAS	Overland Park
KENTUCKY	Louisville
LOUISIANA	Metairie
MARYLAND	Linthicum
MASSACHUSETTS	Newton
MICHIGAN	Swartz Creek

MICHIGAN	Livonia Lansing
MINNESOTA	Bloomington
MISSOURI	St. Louis
NEBRASKA	Omaha
NEVADA	Reno
NEW JERSEY	Teaneck Cherry Hill
NEW MEXICO	Albuquerque
NEW YORK	Amherst Jericho New York City Clifton Park
NORTH CAROLINA	Charlotte Raleigh
OHIO	Cincinnati Cleveland Columbus (Dublin)
OKLAHOMA	Oklahoma City
OREGON	Clackamas
PENNSYLVANIA	Pittsburgh
SOUTH CAROLINA	Charleston
TENNESSEE	Memphis Nashville
TEXAS	Austin Dallas Ft. Worth Houston San Antonio
UTAH	Salt Lake City
VIRGINIA	Reston Richmond
WASHINGTON	Bellevue Lacey
WISCONSIN	Brookfield

Appendix C

MULTIPLE SYSTEM LICENSE DISCOUNT WORKSHEET

CALCULATION OF DISCOUNTS

Based on Customer installed systems on the effective date of the 12-month discount period, the Account Team does the following calculations:

- **System Volume Discount:**

- 1) Himalaya System Volume: _____
- 2) Total System Volume: _____ (sum of Himalaya)
- 3) Volume Discount: _____ % (from Volume Discount Schedule)

- **Configuration Discount:**

If Himalaya System Volume equals 5 or greater, then:

- 4) Himalaya CPUs: _____
- 5) Himalaya Average CPUs/System: _____ (Line 5 divided by Line 2)
(ROUNDING: At one decimal place, if 0.0 to 0.4 round DOWN to nearest whole number; if 0.5 to 0.9 round UP.

Example: 4.4 rounds to 4; 4.5 rounds to 5)

- 6) Configuration Discount: _____ % (from Configuration Discount Schedule)

- **Discounts for period of order:**

Himalaya Systems: _____ % Enter Sum of Line 4 and Line 7

Note: Discounts can ONLY apply to systems without other special pricing or special discounts.

CUSTOMER INSTALLED-SYSTEM DETAIL

The following information must be submitted with the order when using the Multiple System License Discount. Please include information from each system used in the calculation of the Multiple System License Discount. This detail will be forwarded to the appropriate Billing Administrator(s) to ensure application of the agreed discounts to all eligible systems.

<u>Customer Number</u>	<u>Apply Discount</u>	<u>System Number</u>	<u>System Type</u>	<u>Software Release Level</u>	<u>Number of CPUs</u>	<u>Special Pricing</u>
----------------------------	---------------------------	--------------------------	------------------------	-----------------------------------	---------------------------	----------------------------

**Terms and Conditions Applicable to Information Technology (IT)
Professional Services**

Special Item 132-51

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.
- c. By issuing a delivery order under this section, (Special Item 132-51), the Government agrees to purchase Information Technology Professional services from Hewlett-Packard Company as set forth in the applicable Capabilities Descriptions or Software Services Descriptions (SD) incorporated by reference into this contract. If the assigned specialist is unavailable to perform the services required hereunder, Hewlett-Packard shall furnish a replacement unless otherwise agreed to in writing by both parties. Hewlett-Packard Company is not obligated to provide a specific Hewlett-Packard representative requested by the Government
- d. A thirty-three percent (33%) price uplift will apply to Information Technology Professional Services performed outside the continental United States.

2. Ordering Procedures

- a. Procedures for IT professional services priced on GSA schedule at hourly rates.
 - i. FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
 - ii. The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
 - iii. When ordering IT professional services ordering offices shall:
 1. Prepare a Request for quotation:
 - (a) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (b) A request for quotation should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price (part number U5575AA (HP Enterprise Services Consulting Business Unit or UP205AA (HP Technology Services Business Unit)) shall be based

on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. For time and materials orders separate travel costs) may be added for Government facilities located fifty (50) miles or more from Hewlett-Packard 's nearest service office in the contiguous United States and Washington, D.C. as listed under the Hewlett-Packard Services Offices section of this Schedule or when the specific expertise is not available from the local office, travel expenses will be charged as follows:(i) Travel time will be charged at the applicable hourly rate contained in this schedule. Such travel time charges will be at normal business hourly rates.

- (ii) Additional charges may include associated hotel and meal expenses, as determined to be reasonable by the ordering agency, at the Government per diem rates (Federal Travel Regulations/Joint Travel Regulations) plus economy commercial travel expenses (including air and/or vehicle rentals). Copies of expense charges will be furnished upon request. Travel and transportation expenses are not discountable.
 - (iii) In situations that could demand overnight lodging versus extensive/excessive commuting, the Government and Hewlett-Packard will determine the most advantageous method to deliver the service.
 - (iv) In the above situations, the Government and Hewlett-Packard will agree on the travel charges including; time in transit, transportation, per-diem and lodging.
 - (v) A ceiling price must be established for labor hour and time and material orders.
- (c) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
- (d) The request for quotation shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2.) (a) below, the request for quotations shall notify the contractors that will be the case.
- (2.) Transmit the Request for quotation to Contractors:
- (a) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
 - (b) The request for quotation should be to three (3) Contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(3.) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

- iv. The establishment of Federal Supply Schedule Blanket Purchase Agreements (Pas) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall -
 - (1) Inform contractors in the request for quotation (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (a) Single BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.
 - (b) Multiple BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in paragraph iii 2 (b) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.
 - (2) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.
 - v. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
 - vi. When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
 - vii. The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.
- b. **Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.** Orders placed pursuant to a Multiple Award Schedule (MAS) using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already

determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

i. Orders placed at or below the micro-purchase threshold.

Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

ii. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider-

1. Special features of the service that are required in effective program performance and that are not provided by a comparable service; and
2. Past performance.

iii. Orders exceeding the Maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b., above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

1. Review additional Schedule Contractors' catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (a) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (b) Offer the lowest price available under the contract; or
- (c) Decline the order (orders must be returned in accordance with FAR 52.216-19).

iv. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

v. Price reductions. In addition to the circumstances outlined in paragraph iii, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these

agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

- vi. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- vii. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

3. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Contractor guarantees the satisfactory completion of the IT Services performed under the task order, as defined by acceptance criteria in the task order, and that all contract personnel utilized in the performance of IT services under the task order shall have the education, experience, and expertise as stated in the task order.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. Inspection of Services

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. Responsibilities of the Government

- a. Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.
- b. The Government shall furnish to Hewlett-Packard at no cost (i) all technical matter, data and information determined to be necessary for the performance of the Information Technology Professional services and (ii) reasonable access to a computer network/Internet so configured and at such time as Hewlett-Packard requires for the performance of the ADP services.
- c. The Government will provide on-site office space and other facilities the Hewlett-Packard representative may need to meet Government requirements under this Schedule. The Government will provide manufacturer's specifications and site planning requirements for any equipment not manufactured by Hewlett-Packard which will be included in the network. Ensure that the ordering agency is properly licensed to own and operate all products supported under this agreement. Ensure that all hardware and software is at acceptable revision levels in accordance with manufacturer's specifications. See appendix IV for Logistical support required for ONCONUS sites
- d. Interoperability Services only apply on the Hewlett-Packard Supported Products list. If other products are needed to duplicate the Government's configuration, the Government must provide them. If other Hewlett-Packard products are required, Hewlett-Packard may provide them by way of a loan of product agreement to be supplied by Hewlett-Packard to Government, all required hardware, software licenses, and applicable documentation unless otherwise specified in the Statement of Work.
- e. Should the Government directly contract with or hire any Hewlett-Packard representative engaged in fulfilling the terms of this Schedule, both the Government and Hewlett-Packard would be released from any and all obligations indicated herein, except the Government would make payment of all invoices for past services rendered by the Hewlett-Packard representative.
- f. When the Government requires that services be provided by a person with a security clearance, the Government shall state that requirement in each support order issued. Hewlett-Packard will use its best efforts to provide a Hewlett-Packard representative with the requested security clearance. In the event that Hewlett-Packard cannot provide personnel with the requested level of clearance, Hewlett-Packard will provide personnel for clearance and will complete the necessary security forms. In the event the Government elects not to accept the Hewlett-Packard representative from the personnel being cleared during the interim, Hewlett-Packard will not be obliged to provide services under this Schedule for that order.

8. Independent Contractor

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

9. Organizational Conflicts of Interest

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the

Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

10. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

11. Payments

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. Resumes

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request. See Appendix V for general experience and education background.

13. Incidental Support Costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

14. Approval of Subcontracts

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15. Description of IT Services and Pricing

A thirty-three percent (33%) price uplift will apply to Information Technology Professional Services performed outside the continental United States.

Labor Category Matrix for Professional Services

Technical Consulting

Job Family Description: Provide technology consulting to external customers. Responsible for providing technical support and/or leadership in the creation and delivery of technology solutions designed to meet customers' business needs and, consequently, for understanding customers' businesses. As trusted advisor create and maintain effective customer relationships so as to insure customer satisfaction. Maintain knowledge of leading edge technologies and industry/market domain knowledge. Shape technical direction and technical strategies for external customers.

	Technology Consultant I	Technology Consultant II	Technology Consultant III	Technology Consultant IV	Technology Consultant V
Job Level Definitions	<p>Entry: Applies basic foundation of a function's principles, theories and concepts to assignments of limited scope. Utilizes professional concepts and theoretical knowledge acquired through specialized training, education or previous experience. Exercises independent judgment within defined parameters. Develops expertise and practical knowledge of applications within business environment. Acts as team member by providing information, analysis and recommendations in support of team efforts.</p>	<p>Intermediate: Applies intermediate level of subject matter knowledge to solve a variety of common business issues. Works on problems/ projects of moderately complex scope. Exercise independent judgment within defined practices and procedures to determine appropriate action. Acts as an informed team member providing analysis of information and limited Project direction input. Follows established guidelines and interprets policies. Evaluates unique circumstances and makes recommendations.</p>	<p>Specialist: Applies experience and subject matter knowledge to solve common and complex business issues within established guidelines and recommends appropriate alternatives. Works on problems/Projects of diverse complexity and scope. Exercises independent judgment within generally defined policies and practices to identify and select a solution. May act as a team or project leader providing direction to team activities and facilitates information validation and team Decision making process. Provides guidance to employees in lower job levels. May seek advice in order to make decisions on complex issues.</p>	<p>Expert: Applies advanced subject matter knowledge to complex business issues, and is regarded by others within HP as a subject matter expert. Frequently contributes to the development of new ideas/methods. Usually works on complex problems or projects where analysis of situations or data requires an in depth evaluation of multiple factors. Regularly exercises significant independent judgment within broadly defined policies and practices to determine best method for accomplishing work and achieving objectives. Sometimes directs and supervises within area of expertise. Leads and/or provides expertise to functional project teams and may participate in cross-functional initiatives. Provides mentoring and guidance to employees at lower job levels. Acts as an expert providing direction and guidance to process improvements and establishing policies. Frequently represents the</p>	<p>Master: Unique mastery and recognized expertise on relevant subject matter knowledge including technologies, theories, or techniques. Regularly contributes to the development of innovative principles and ideas. Works in the more complex disciplines in which the company must operate to be successful. Provides highly innovative solutions. Routinely exercises independent judgment in developing methods, techniques and criteria for achieving objectives. Develops strategy and sets functional policy and direction. Often directs and supervises within area of expertise. Often leads large, cross-division functional teams or project that affect the organizations long-term goals and objectives Often participates in cross-division, multi-function teams.</p>

	Technology Consultant I	Technology Consultant II	Technology Consultant III	Technology Consultant IV	Technology Consultant V
				organization to external customers/clients.	
Responsibilities	<ul style="list-style-type: none"> Responsible for delivery of assigned tasks within the delivery cycle of a Project ect. Understands a number of HP technologies in order to provide technical systems management support or deliver part of a detailed technical design which meets customer requirements. Tasks may include performing systems configurations, troubleshooting systems errors/problems, monitoring and/or testing systems performance, and contribute to the design of technical solutions for customer environments. Works under supervision of technical lead and with customer nominated representatives to accomplish assigned tasks. Participates in chosen technical community or profession, and regularly attends profession or community of interest 	<ul style="list-style-type: none"> Responsible for delivery of assigned tasks within the delivery cycle of a project. Understands a broad spectrum of HP technology in order to deliver part of a detailed technical design, which meets customer requirements. Tasks may include installing new systems applications; updating applications, firmware, and drivers; creating boundaries for performing configuration and testing activities; applications programming for assigned modules within a larger program; assisting in preparation of technical presentations and demonstrations; and participating in customer meetings. Works with minimal direction from the technical lead with customer nominated representatives to accomplish assigned tasks. Contributes to design for specific deliverables and assists in development of technical solutions. Uses knowledge tools and information for the benefit of project and professional development. 	<ul style="list-style-type: none"> Responsible for implementing part or all of the technical solution to the client, in accordance with an agreed technical design. Occasionally responsible for providing a detailed technical design for enterprise solutions. Understands a broad spectrum of HP technology in order to provide part or all of a detailed technical design which meets customer requirements. Often leads small to medium technical Project ect. Works with and under the direction of the Project/Technical Manager and with customer nominated representatives. Liaises with Solutions Architect as appropriate. Provides technical support and input on the application of technology to a defined business segment. Provides advice on solution and integration opportunities to defined segments. Provides technical leadership on specific integration activities that are part of an engagement. Provides planning and design support for the development of solution architectures that will be implemented in a multiple system environment. 	<ul style="list-style-type: none"> Responsible for verifying and implementing the detailed technical design solution to the problem as identified by the Project /Technical Manager. Often responsible for providing a detailed technical design for enterprise solutions. Is often the Principal Consultant who analyzes and develops enterprise technology solutions. Regularly leads in the technical assessment and delivery of specific technical solutions to the customer. Provides a team structure conducive to high performance, and manages the team lifecycle stages. Coordinates implementation of new installations, designs, and migrations for technology solutions in one of the following work domains: networks, applications or platforms. Provides advanced technical consulting and advice to others on proposal efforts, solution design, system management, tuning and modification of solutions. Collects and determines data from appropriate sources to assist in determining customer needs and requirements. Responds to requests for technical information from customers. Develops customer technology solutions using various 	<ul style="list-style-type: none"> Usually responsible for providing a detailed technical design for enterprise solutions. Is usually the Principal Consultant who analyzes and develops enterprise technology solutions. Regularly leads large cross functional teams to include technical management of client staff assigned to implementation team in the completion of one or more solution requirements, architecture, or implementation deliverables. Provides the technical direction required to resolve complex issues to ensure the on-time delivery of solutions that meet customer expectations. May need to develop new methods to apply to situations. Provides advanced technical consulting and advice to proposal efforts, solution design. Provides consulting advice to customer senior IT leadership and assets strategic direction for customers based on HP's solutions and products. Works with peers outside immediate organization to define and characterize complex technology or process problems and/or develops new solutions, yet works independently to drive technical

	Technology Consultant I	Technology Consultant II	Technology Consultant III	Technology Consultant IV	Technology Consultant V
				industry products and technologies. <ul style="list-style-type: none"> Engages in technical problem solving across multiple technologies; often needs to develop new methods to apply to the situation. 	problems to a solution
Education and Experience	1 – 3 years of technical experience and an Associate of Arts/Science or equivalent degree (two year college program) in computer science or related area of study; without a degree, one additional year of relevant technical experience (2-4 years in total).	3 – 5 years of technical experience and a Bachelor of Arts/Science or equivalent degree in computer science or related area of study; without a degree, two additional years of relevant professional experience (5-7 years in total).	5+ years of professional experience and a Bachelor of Arts/Science or equivalent degree in computer science or related area of study; without a degree, three additional years of relevant professional experience (8+ years in total).	8+ years of professional experience and a Bachelor of Arts/Science or equivalent degree in computer science or related area of study; without a degree, three additional years of relevant professional experience (11+ years in total).	12+ years of professional experience and a Master of Arts/Science or equivalent degree in computer science or related area of study; without a Masters degree, three additional years of relevant professional experience (15+ years in total).

Customer Project /Program Management

Job Family Description: Leads customer engagement to ensure that it meets all scope, time, budget and quality expectations, through planning, controlling and managing customer projects. Manages corporate, customer and third party vendor efforts to plan, sell and implement solutions to customer problems. Responsible for business as well as team management.

	Customer Project/ Program Manager II	Customer Project/ Program Manager III	Customer Project/ Program Manager IV	Customer Project/ Program Manager V
Job Level Definitions	Intermediate: Ability to apply intermediate level of subject matter knowledge to solve a variety of common business issues. Works on problems/ projects of moderately complex scope. Exercises independent judgment within defined practices and procedures to determine appropriate action. Follows established guidelines and interprets policies. Evaluates unique circumstances and makes recommendations.	Specialist: Applies experience and subject matter knowledge to solve common and complex business issues within established guidelines and recommends appropriate alternatives. Works on problems/projects of diverse complexity and scope. Exercises independent judgment within generally defined policies and practices to identify and select a solution. Provides direction	Expert: Applies advanced subject matter knowledge to complex business issues, and is regarded as a subject matter expert. Frequently contributes to the development of new ideas and methods. Works on complex problems/ projects where analysis of situations or data requires an in-depth evaluation of multiple factors. Exercises significant independent judgment within broadly defined policies and	Master: Unique mastery and Recognized expertise on relevant subject matter knowledge including technologies, theories, or techniques. Contributes to the development of innovative Principles and ideas. Operates in the most complex disciplines, in which the company must operate to be successful. Provides highly innovated Solutions. Routinely exercises independent judgment in developing

	Customer Project/ Program Manager II	Customer Project/ Program Manager III	Customer Project/ Program Manager IV	Customer Project/ Program Manager V
		to team activities and facilitates information validation and team decision-making process. Ability to handle most unique situations. May seek advice in order to make decisions on complex business issues.	practices to determine best method for accomplishing work and achieving objectives. Leads and provides expertise to functional project teams and may participate in cross-functional initiatives. Acts as an expert providing direction and guidance to process improvements and establishing policies.	methods, techniques and criteria for achieving objectives. Develops strategy and set functional policy and direction. Acts as a functional manager within area of expertise. Leads large, cross- division functional teams or projects the affect the organizations long-term goals and objectives. May participate in cross-division, multi-function teams.
Responsibilities	<p>1. Manages customer project delivery:</p> <ul style="list-style-type: none"> • Small to medium Straightforward/ local scope • Low risk • Straightforward legal and commercial issues <p>2. Manages project financials including P&L</p> <p>3. Manages client relationships:</p> <ul style="list-style-type: none"> • Manages first level to mid-level client delivery relationships • Frequently represents the organization to external customers/clients <p>4. Manages project team:</p> <ul style="list-style-type: none"> • Manages internal as well as external resources with a team size less than 7 people 	<p>1. Manages customer project delivery:</p> <ul style="list-style-type: none"> • Large/moderately complex/local or sub-region • Medium to high risk • Medium complexity legal and commercial issues <p>2. Manages project financials including P&L</p> <p>3. Manages client relationships:</p> <ul style="list-style-type: none"> • Manages mid to upper level client delivery relationships • Frequently represents organization to external customers/clients <p>4. Manages project team:</p> <ul style="list-style-type: none"> • Manages internal and external resources with a team size less than 20 people 	<p>1. Manages customer project delivery:</p> <ul style="list-style-type: none"> • Very large/ complex/ single or multiple region • High risk • High complexity legal and commercial issues <p>2. Manages project financials including P&L</p> <p>3. Manages client relationships:</p> <ul style="list-style-type: none"> • Manages upper level client delivery relationships • Frequently represents the organization to external customers/clients <p>4. Manages project team:</p> <ul style="list-style-type: none"> • Manages internal and external resources with a team size less than 40 people 	<p>1. Manages customer project delivery:</p> <ul style="list-style-type: none"> • Very large/ complex/multiple regions or global • High to very high risk • High to very high complexity legal and commercial issues <p>2. Manages project financials including P&L</p> <p>3. Manages client relationships:</p> <ul style="list-style-type: none"> • Manages complex multi-function and/or global delivery relationships with senior and executive client management <p>4. Manages project team</p> <ul style="list-style-type: none"> • Manages internal and external resources with a team size greater than 40 people
Education and Experience	First Level University degree 3 years experience in project management or in like roles/businesses.	First Level University degree 5 years experience in project management or in like roles/ businesses.	First Level University degree 7 years experience in project management or in like roles/businesses.	First level university degree, Advanced degree preferred; 10 years experience in project management or in like roles/businesses.

Information Systems (IS) Architect

Job Family Description: Encompasses multiple disciplines, including technology architects, solution architects, and enterprise architects.

Architects: Are responsible for delivering business value to customers by architecting effective information systems solutions that address the customer's business problems, needs and opportunities, in a manner consistent with HP's strategic and business goals. Have knowledge of architectural frameworks, methodologies, and tools and understand how to apply this knowledge to successfully deliver customer projects.

Establish and maintain a professional working relationship at multiple levels both internally and with the customer by understanding the customer's business context and their unique situation. Collaborate with both internal and external/industry experts to anticipate customer needs in order to facilitate the definition and development of the solution. Strong supporters of the professional development framework for their profession and use the knowledge and best practice derived from their professional associations to the benefit of their customers. Collaborate with project managers to ensure effective and efficient development, delivery, deployment, operation and support of these IS solutions. Collaborate with the account team to meet or exceed revenue, product, customer satisfaction and market share goals for assigned account(s).

	Info Systems Architect III	Info Systems Architect IV	Info Systems Architect V
Job Level Definitions	<p>Specialist: Applies developed subject matter knowledge to solve common and complex business issues within established guidelines and recommends appropriate alternatives. Works on problems /projects of diverse complexity and scope. Exercises independent judgment within generally defined policies and practices to identify and select a solution. May act as a team or project leader providing direction to team activities and facilitates information validation and team decision-making process. Ability to handle most unique situations. May seek advice in order to make decisions on complex business issues.</p>	<p>Expert: Applies advanced subject matter knowledge to complex business issues, and is regarded as a subject matter expert. Frequently contributes to the development of new ideas and methods. Works on complex problems/ projects where analysis of situations or data requires an in depth evaluation of multiple factors. Exercises significant independent judgment within broadly defined policies and practices to determine best method for accomplishing work and achieving objectives. Leads and / or provides expertise to functional project teams and may participate in cross-functional initiatives. May provide mentoring and guidance to lower level employees. Acts as an expert providing direction and guidance to process improvements and establishing policies. Frequently represents the organization to external customers/clients.</p>	<p>Master: Unique mastery and recognized authority on relevant subject matter knowledge including technologies, theories, or techniques (such as architectural frameworks and methodologies). Contributes to the development of innovative principles and ideas. Successfully operates in the most complex disciplines in which the company must operate to be successful. Provides highly innovative solutions. Routinely exercises independent judgment in developing methods, techniques and criteria for achieving objectives. Develops strategy and sets functional policy and direction. Acts as a functional manager within area of expertise but does not manage other employees as a primary job function. Leads large, cross-division functional teams or projects that affect the organizations long-term goals and objectives May participate in cross-division, multi-function teams. Provides mentoring and guidance to lower level employees.</p>
Responsibilities	<ul style="list-style-type: none"> Architect custom solutions of project or operational scope. Customize reusable solutions of project and program or operational scope. Capture and share architectural IP at the component level Oversee the implementation of architectures of project scope. Contribute to the Architect profession at local and regional level. Contribute as a team member to an operational, integration or application architecture, requirements, design, 	<ul style="list-style-type: none"> Architect custom solutions of project and program or operational scope. Architect reusable solutions of project or operational scope. Customize reusable solutions of project and program or operational scope. Capture and share architectural IP at the project and program level. Oversee the implementation and governance of architectures of project and program or operational scope. Contribute to the Architect profession worldwide and across HP businesses. 	<ul style="list-style-type: none"> Architect custom solutions of program and enterprise or operational scope. Architect reusable solutions of program and enterprise or operational scope. Customize reusable solutions of program and enterprise or operational scope. Capture and share architectural IP at the solution level. Define and implement architectural governance at the program and enterprise or operational scope. Contribute to the Architect profession both internally and externally.

	Info Systems Architect III	Info Systems Architect IV	Info Systems Architect V
	<p>implementation, or on-going operations deliverables.</p> <ul style="list-style-type: none"> • Tailor HP product and service offerings to architect solutions to meet customer needs. • Assess technical impact of multiple technologies/strategies • Identify and address technical or operational risks 	<ul style="list-style-type: none"> • Develop for client technically feasible long-term IT strategies and plans • Assess business impact of specific technologies and/or strategies • Identify and address technical or operational risks • Provide review/input on project activities for medium to large business unit level projects • Collaborates with the project manager to develop detailed project plans and work breakdown structures for medium to large business unit level projects. 	<ul style="list-style-type: none"> • Lead architecture team in architecture activities for complex, medium to large opportunity. • Develop for client technically or operationally feasible long-term IT strategies and plans • Assess business impact of multiple technologies/strategies • Identify and address technical or operational risks • Provide review/input on project activities for large enterprise or global level projects • Collaborates with the project manager to develop detailed project plans and work breakdown structures for large enterprise or global level projects.
Education and Experience	Industry experience – 5 years or less Bachelor's degree in computer science or related field, or equivalent experience.	Industry experience – 5 years to 10 years Bachelor's degree in computer science or related field, or equivalent experience.	Industry experience – minimum 10 to 15 years Bachelor's degree in computer science or related field, or equivalent experience.

Consulting Management

Job Family Description: Manage the delivery of high-quality, innovative systems integration and consulting services. Provide expertise to the practices. Plan for and deliver a workforce that will complete the customer deliverables

	Manager Consulting I	Manager Consulting II
Job Level Definitions & Responsibilities	<p>Manages non-exempt/exempt individual contributors and/or supervisors. Has accountability for results of a major program in terms of cost, direction and people management. Applies advanced subject matter knowledge to manage staff activities in solving common and complex business/technical issues within established policies. Provides guidance on process improvements and recommends changes in alignment with business tactics and strategy for area of responsibility. Plans, directs and monitors operational/tactical activities of Staff. Staff members' work may involve strategic issues. Recruits and supports development of direct staff members. Directs and controls activities within a single country or a sub region which is part of a larger geographical Region; Typically reports to MG2 or MG3; Manages at least 4 employees and typically between 8 and 15 direct reports. Span of Control guidelines may differ from these numbers.</p>	<p>Manages activities of non-exempt/exempt individual contributors (typically Expert/Master) and/or MG1s. Has accountability for a large multi-department area(s) or location(s) with significant impact on business unit results and organizational strategy. Applies expert subject matter knowledge to manage staff activities in solving most complex business/technical issues within established policies. Acts as a key advisor to senior management on the development of overall policies and long-term goals of the organization. Plans, directs and monitors high-end operational/tactical activities of staff. Staff members' primary focus is on either high-end tactical or broad strategic issues or a combination of both. Recruits and supports development of direct staff members. Directs and controls activities within a sub-region or Region; Position typically reports to MG3 or above; Typically managers 10 or more direct reports. Span of Control guidelines may differ from these numbers.</p>
Education and Experience	Bachelor's degree in computer science or related field, or equivalent experience. Has some experience in: project/program planning, assessment and management, project accounting, skills inventory tools, corporate standards of excellence in customer service, performance appraisal techniques, problem escalation and resolution channels.	Bachelor's degree in computer science or related field, or equivalent experience. Has extensive experience in: project/program planning, assessment and management, project accounting, budgeting/forecasting systems and procedures, partnering strategies and contract law, performance appraisal techniques and development strategies, staffing strategies and options, skills inventory tools and capability planning, corrective action policies and procedures, development strategies, capability and capacity planning, effective interviewing techniques, information resources, corporate standards of excellence in customer service, problem escalation and resolution channels and risk management.

ITO Service Delivery

Job Family Description: Provide expertise for IT infrastructure (e.g. servers, network), application infrastructure (e.g. SAP), and related services (e.g. Business Continuity) throughout the lifecycle of a deal in accordance with contractually established terms and conditions and established technical standards. Provides technical input, solutions, and recommendations to deal pursuit. Engaged in and provides support for transition/transformation efforts. Monitors service delivery compliance to budget, quality standards, and customers and/or internal businesses/end user requirements. Provides IT infrastructure and/or application infrastructure lifecycle technical support, including planning, project management, installation, on-going management/monitoring/troubleshooting, and de-installation, following operational policies and processes that are compliant with industry standards (e.g. Information Technology Infrastructure Library (ITIL)). Manages the technical/service relationship between HP and the customer, and between HP and subcontractors/vendors. Works with the key customers and/or internal businesses/end user representatives (Infrastructure Support Managers, Client Manager and the Account Delivery Manager) to retain customers and build the business

	ITO Svc Delivery Rep I	ITO Svc Delivery Rep II	ITO Svc Delivery Rep III	ITO Svc Delivery Rep IV	ITO Svc Delivery Rep V
Job Level Definitions	Base: Acquires job skills and becomes familiar with company policies and procedures to complete routine assignments/tasks. Basic understanding of the general/technical aspects of the job. Works on assignments that are routine in nature where limited judgment and/or minimal problem resolution is required. Allocates own time efficiently as detailed by supervisor. Normally receives detailed instructions on all work.	Primary: Applies basic knowledge of the job skills and company policies and procedures to complete a variety of assignments or tasks. Good understanding of the general/technical aspects of the job. Works on assignments that are routine to moderately complex in nature and require basic problem resolution and independent judgment. Allocates own time efficiently. Receives general instructions on all work.	Core: Applies developed knowledge of the job skills, company policies and procedures to complete a wide variety of difficult assignments. Thorough understanding of the technical aspects of the job. Works on assignments that are moderately complex in nature and require ordinary problem resolution and independent judgment. Works under limited supervision and normally receives no instructions on routine work and general instructions given for new assignments.	Senior: Applies extensive knowledge of the job skills, company policies and procedures to complete complex, specialized assignments in creative and effective ways. Comprehensive understanding of the /technical aspects of the job. Works on assignments that are complex in nature and require judgment, initiative, and technical/specialized knowledge to resolve problems and/or develop recommended solutions. Work is completed with minimal supervision and assignments may be completed without established procedures. May determine methods and procedures for new assignments	Advanced: Uses ability as a skilled specialist to contribute to the development of new concepts/techniques and to complete assignments/tasks in innovative and effective ways. Expert knowledge on the general/technical aspects of the job. Works on assignments that are highly complex in nature where a strong degree of independent judgment, initiative and technical knowledge are required to resolve problems. Work is completed independently and has ability to handle most unique situations. Frequently determines methods and procedures
Responsibilities	<ul style="list-style-type: none"> Incident Management Monitor systems and identify performance issues reactively. Follows standard protocols for troubleshooting simple incidents. Works within strict time scales and elevates incidents within defined time windows. Product Installation: installations and/or 	<ul style="list-style-type: none"> Incident Management: Monitor systems and identify performance issues reactively. Follows standard protocols for troubleshooting simple incidents. Verify system/product operations. Works within strict time scales and elevates incidents within defined time 	<ul style="list-style-type: none"> Incident Management: Monitor systems and identify performance issues reactively. Solve technical problems on assigned hardware and software platform(s)/application(s) following standard protocols. Works within strict time scales and elevates incidents within defined 	<ul style="list-style-type: none"> Incident Management: Identify performance issues proactively. Solve technical problems on assigned hardware and software platform(s)/application(s) following standard protocols. Works within strict time scales and elevates incidents within defined time windows. 	<ul style="list-style-type: none"> Incident Management: Identify performance issues proactively. Provides support for nonstandard or specialized systems including proactive and reactive troubleshooting. Works within strict time scales and elevates incidents within defined time

	ITO Svc Delivery Rep I	ITO Svc Delivery Rep II	ITO Svc Delivery Rep III	ITO Svc Delivery Rep IV	ITO Svc Delivery Rep V
	<p>configurations per standard protocols. Assemble and integrate system/product</p> <p>Operations</p> <p>Maintenance:</p> <ul style="list-style-type: none"> • Perform routine maintenance. May include performing tape/backup operations. 	<p>windows.</p> <ul style="list-style-type: none"> • Product Installation: Perform routine installations, configurations per standard protocols. Assemble and integrate system/product • Operations Maintenance: Perform routine maintenance. May include performing tape/backup operations. • Quality: Understands key metrics used to ensure quality operations. • Customer Relationship: Performs professional communications while • interfacing with customers. • Teamwork: Work with local teammates and virtual team members 	<p>time windows.</p> <ul style="list-style-type: none"> • Problem Management: Ability to identify incident trends in order to elevate incidents in accordance with standard protocols. • Change Management: Execute scripted change management activities as approved and documented. • Perform routine installations, configurations per standard protocols. Assemble and integrate system/product • Operations Maintenance: Perform routine maintenance. May include performing tape/backup operations • Quality: Understands the impact of operations delivery on the customer's business. • Contribute to team's ability to meet target goals. • Complaint Handling: Responds to customer relations problems promptly and appropriately, escalates issues according to established procedures. • Customer Relationship: Maintain a high level of customer satisfaction by clarifying customer needs and ensuring that they are met. • Work effectively in a 	<ul style="list-style-type: none"> • Problem Management: Uses proactive monitoring procedures/tools to identify problem prevention opportunities • Change Management Configure system hardware, software and network components to meet established standards with assistance. Perform routine installations and/or configurations. Assemble and integrate system/product • Operations Maintenance: Perform routine maintenance. May include performing tape/backup operations • Quality: Understands the impact of operations delivery on the customer's business. • Contribute to team's ability to meet target goals through participation in continuous service improvement initiatives. • Complaint Handling: Responds to customer relations problems promptly and appropriately. Takes ownership to ensure satisfactory completion of complaint, through engagement of appropriate resources. • Customer Relationship: Maintain a high level of customer satisfaction by clarifying customer needs and ensuring that they are met. Work 	<p>windows.</p> <ul style="list-style-type: none"> • Problem Management: Uses proactive monitoring procedures/tools to identify problem prevention opportunities. Apply technical knowledge to eliminate recurring incidents. • Change Management: Configure system hardware, software and network components to meet established standards with assistance. Perform installations, configurations including security and patch deployment. • Configuration Management: Elevate discrepancies within Configuration Management Database (CMDB) to ensure customer system integrity. • Operations Maintenance: Perform routine maintenance. May include performing tape/backup operations • Quality: Understands the impact of operations delivery on the customer's business. Manage team's ability to meet target goals through coordination of continuous service improvement initiatives. • Project Management:

	ITO Svc Delivery Rep I	ITO Svc Delivery Rep II	ITO Svc Delivery Rep III	ITO Svc Delivery Rep IV	ITO Svc Delivery Rep V
			<p>multicultural environment.</p> <ul style="list-style-type: none"> Respond to common service, product, technical, and customer-relations questions Teamwork: Work with local teammates and virtual team members 	<p>effectively in a multicultural environment.</p> <ul style="list-style-type: none"> Respond to service, product, technical, and customer relations questions Teamwork: Lead a small team with well-defined objectives. 	<p>Contribute to project management initiatives.</p> <ul style="list-style-type: none"> Escalation Management: Provide subject matter expertise. Manage escalations of core business hours. Customer Relationship: Maintain a high level of customer satisfaction by clarifying customer needs and ensuring that they are met. Work effectively in a multicultural environment. Participate in customer visits and service reviews. Respond to service, product, technical, and customer-relations questions Teamwork: Lead a small team focusing on both cost and quality management
Education and Experience	<ul style="list-style-type: none"> High School Diploma or equivalent; may hold 2 year post-high school Degree (technical field). Typically, 0-1 year of working experience 	<ul style="list-style-type: none"> High School Diploma or equivalent; may hold 2 year post-high school Degree (technical field); may hold Bachelor's degree. Typically, 1-2 years of working experience in related fields 	<ul style="list-style-type: none"> High School Diploma or equivalent; may hold 2 year post-high school Degree (technical field); may hold Bachelor's degree. May hold entry level certification(s) in field of work Typically, 2-4 years of working experience in related fields. 	<ul style="list-style-type: none"> High School Diploma or equivalent; may hold 2 year post-high school Degree (technical field); may hold Bachelor's degree. May hold entry level certification(s) in field of work Typically, 3-5 years of working experience in related fields. 	<ul style="list-style-type: none"> High School Diploma or equivalent; may hold 2 year post-high school Degree (technical field); may hold Bachelor's degree. May hold entry level or intermediate level certification(s) in field of work Typically, 6+ years of working experience in related fields.

Services Information Developer

Job Family Description: Applies specialized knowledge to conceptualize, design, develop, unit-test, configure, and implement portions of new or enhanced (upgrades or conversions) business and technical software solutions through application of appropriate standard software development life cycle methodologies and processes. Interacts with the Client and project roles (e.g., Project Manager, Business Analyst, Data Engineer) as required, to gain an understanding of the business environment, technical context, and organizational strategic direction. Defines scope, plans, and deliverables for assigned components. Understands and uses appropriate tools to analyze, identify, and resolve business and or technical problems. Applies metrics to monitor performance and measure key project parameters. Prepares system documentation. Conforms to security and quality standards. Stays current on emerging tools, techniques, and technologies.

	Services Information Developer I	Services Information Developer II	Services Information Developer III	Services Information Developer IV	Services Information Developer V
Job Level Definitions	Entry: Applies basic foundation of a function's principles, theories and concepts to assignments of limited scope. Utilizes professional concepts and theoretical knowledge acquired through specialized training, education or previous experience. Exercises independent judgment within defined parameters. Develops expertise and practical knowledge of applications within business environment. Acts as team member by providing information, analysis and recommendations in support of team efforts.	Intermediate: Ability to apply intermediate level of subject matter knowledge to solve a variety of common business issues. Works on problems / projects of moderately complex scope. Exercises independent judgment within defined practices and procedures to determine appropriate action. Acts as an informed team member providing analysis of information and limited project direction input. Follows established guidelines and interprets policies. Evaluates unique circumstances and makes recommendations.	Specialist: Applies developed subject matter knowledge to solve common and complex business issues within established guidelines and recommends appropriate alternatives. Works on problems / projects of diverse complexity and scope. Exercises independent judgment within generally defined policies and practices to identify and select a solution. May act as a team or project leader providing direction to team activities and facilitates information validation and team decision making process. Ability to handle most unique situations. May seek advice in order to make decisions on complex business issues.	Expert: Applies advanced subject matter knowledge to complex business issues, and is regarded as a subject matter expert. Frequently contributes to the development of new ideas and methods. Works on complex problems / projects where analysis of situations or data requires an in depth evaluation of multiple factors. Exercises significant independent judgment within broadly defined policies and practices to determine best method for accomplishing work and achieving objectives. Leads and / or provides expertise to functional project teams and may participate in cross functional initiatives. May provide mentoring and guidance to lower level employees. Acts as an expert providing direction and guidance to process improvements and establishing policies. Frequently represents the organization to external customers/clients.	Master: Unique mastery and recognized authority on relevant subject matter knowledge including technologies, theories, or techniques. Contributes to the development of innovative principles and ideas. Successfully operates in the most complex disciplines in which the company must operate to be successful. Provides highly innovative solutions. Routinely exercises independent judgment in developing methods, techniques and criteria for achieving objectives. Develops strategy and sets functional policy and direction. Acts as a functional manager within area of expertise but does not manage other employees as a primary job function. Leads large, cross-division functional teams or projects that affect the organizations long term goals and objectives May participate in cross-division, multi-function teams. Provides mentoring and guidance to lower level employees
Responsibilities	<ul style="list-style-type: none"> Participates as a member of development team. 	<ul style="list-style-type: none"> Participates as a member of development team. 	<ul style="list-style-type: none"> Participates as a member of development team or 	<ul style="list-style-type: none"> Participates as a member of and leads development teams. 	<ul style="list-style-type: none"> Participates as a member of, and leads, cross-functional

	Services Information Developer I	Services Information Developer II	Services Information Developer III	Services Information Developer IV	Services Information Developer V
	<ul style="list-style-type: none"> • Completes development of units with designs prepared by more senior developers. • Participates in code reviews. • Prepares and executes unit tests. • Applies growing Technical knowledge to maintain a technology area (e.g. Web-site Development). 	<ul style="list-style-type: none"> • Completes development of units with designs prepared by more senior developers. • Participates in code reviews. Prepares and executes unit tests. • Applies growing technical knowledge to maintain a technology area (e.g. Website Development). • May perform unit design. • Applies HP and 3rd party technologies to software solutions of moderate complexity. • Configures end-user or enterprise systems designed by more senior technologists. 	<ul style="list-style-type: none"> • teams; may lead a small development team. • Designs units for others. Completes development to implement complex components. • Contributes to design activities; may design solutions. • Develops independently; participates in code reviews and may lead code reviews. May lead and provide mentoring and guidance to less senior developers. • Designs, prepares and executes unit tests. • Applies in-depth or broad technical knowledge to maintain one or more technology areas (e.g. Web-site Development). • Applies HP and 3rd party technologies to complex software solutions of moderate complexity. • Independently implements end-user or enterprise solutions complexity or services prepared by more senior technologists for more complex solutions 	<ul style="list-style-type: none"> • Designs units for others. • Completes development to implement complex components. • Designs solutions for others to develop. • Participates in cross-functional teams. • Leads design activities • May provide mentoring and guidance to developers. • Designs, prepares and executes unit tests. Represents team to clients. • Demonstrates technical leadership, and exerts influence outside of immediate team. • Develops innovative team solutions to complex problems. • Contributes to strategic direction for teams. • Applies in-depth or broad technical knowledge to provide maintenance solutions across one or more technology areas (e.g. Web-site Development). • Applies HP and 3rd party technologies to complex software solutions of moderate complexity. • Independently implements end user or enterprise solutions of significant complexity. 	<ul style="list-style-type: none"> • development teams. • Leads design of complex cross functional solutions for others to develop. • Provides mentoring and guidance to developers. • Sets team strategy and direction; represents team to senior management and clients. • Develops innovative multi-team solutions to complex problems. • Designs, prepares and executes unit tests. • Significant time is spent in strategic and creative problem solving. • Demonstrates broad technical leadership, impacting significant technical direction; exerts influence outside of immediate team and drives change. • Applies in-depth or broad, technical knowledge to support global areas or functions. • Applies HP and 3rd party technologies to highly complex software solutions, while driving innovation. • Independently implements end-user or enterprise solutions of significant complexity. • Integrates technical expertise and

	Services Information Developer I	Services Information Developer II	Services Information Developer III	Services Information Developer IV	Services Information Developer V
				<ul style="list-style-type: none"> Integrates technical expertise and business understanding to create superior solutions for clients. Consults with team members and other organizations, clients and vendors on complex issues 	business understanding to create superior solutions for HP and clients. <ul style="list-style-type: none"> Consults with team members and other organizations, clients and vendors on complex issues. Mentors others in the technology community; may publish or otherwise engage professionally outside of HP.
Education and Experience	<ul style="list-style-type: none"> Typically a technical Bachelor's degree or Equivalent experience and a minimum of 0-2 years of related experience. May include highly Experienced individuals performing entry level equivalent work who are nondegreed or degreed in an unrelated field 	<ul style="list-style-type: none"> Typically a technical Bachelor's degree or equivalent experience and a minimum of 2 years of related experience or a Master's degree and up to two years of experience 	<ul style="list-style-type: none"> Typically a technical Bachelor's degree or equivalent experience and a minimum of 6 years related experience or a Master's degree and a minimum of 4 years of experience. 	<ul style="list-style-type: none"> Typically a technical Bachelor's degree or equivalent experience and a minimum of 8 years of related experience or a Master's degree and a minimum of 8 years of experience. 	<ul style="list-style-type: none"> Typically a technical Bachelor's degree or equivalent experience and a minimum of 10 years of related experience or a □ Master's degree and a minimum of 10 years of experience.

Page intentionally left blank

Appendix IV

European and Pacific Rim Locations

Logistics Support

Hewlett-Packard Company's fulfillment of its obligations to provide services in the "European and Pacific Rim Locations" is dependent upon many local factors, including logistics support provided by the Government.

Logistics support, as required in the individual location, includes the following:

1. Government provided telephone, lines, and service and direct dialing capability and access to AUTOVON/AUTODIN. The precedence of usage shall be coincident with the urgency of the requirement and the usage in accordance with Government requirements.
2. Postal services which will provide Hewlett-Packard Company and its employees and dependents with the privilege of receipt and dispatch of letter mail, parcel post, exposed film, voice recording/tapes and the purchase of U.S. postage.
3. The availability of Post and Base Exchange, medical and dental services, commissary, open mess, recreational facilities, dependent schools, mortuary services, and other privileges to Hewlett-Packard Company employees and dependents to the same extent as is provided to any military personnel and/or U.S. Government civilian employees of equivalent job responsibility.
4. The provision of banking and check cashing privileges for Hewlett-Packard Company and, if available, for Hewlett-Packard Company employees and dependents within the constraints established by Government Directives.
5. Purchase of base gasoline coupons and motor vehicle registration (for Hewlett-Packard Company employees) where available and/or gasoline, oil, and maintenance for Hewlett-Packard Company vehicles when in use in remote areas or areas under military jurisdiction in performance of Hewlett-Packard Company's contractual obligations.
6. Customs and duty free importation of employee household goods.
7. Transportation by the Government of Hewlett-Packard Company corporate assets to and from the country in which they are used when mutually deemed necessary by the Government and Hewlett-Packard Company.
8. Adequate Hewlett-Packard Company office facilities and office support services where mutually deemed necessary by the Government and Hewlett-Packard Company.
9. Military protection of personnel and Hewlett-Packard Company assets wherever threatened by over hostility.
10. Housing protection of personnel and Hewlett-Packard Company assets wherever threatened by over hostility.
11. Other logistic support and assistance as mutually agreed by the Government and Hewlett-Packard Company as the occasion and environment demands.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Brian Tippens
Small Business Liaison Officer
Hewlett-Packard Company
Phone: 281 518 1477
Email: brian.tippens@hp.com