

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSAAdvantage!®, a menu-driven database system.

The INTERNET address GSAAdvantage!® is: GSAAdvantage.

Office, Imaging and Document

GSA Multiple Award Schedule (MAS), GS-03F-060CA

Group Name: Document Management Products, Systems, Services & Solutions Special Item Number:

FSC/PSC Code: W074

333316C (Formerly 51 100) – Copiers –

This SIN includes analog, engineering, digital/multifunctional copiers having single-color and/or full-color imaging in both desktop and console configurations. Analog copier has only copying capability. Digital/Multifunctional copiers have capabilities such as copying, printing, faxing, scanning to print/file, and/or facsimile with post finishing solutions connected to individual and network stations with solutions. The Multi-functional digital copier may have integrated functional capabilities or have modular expansion capabilities that permits functional upgrading. Both analog and digital/multifunctional copiers may have image enhancement capabilities (e.g., image magnification, reduction, contrast), paper handling capabilities (e.g., automatic paper selection, multiple paper trays, duplexing, collating), and/or document finishing capabilities (e.g., stapling, folding, punching). Copier speeds vary from under 25 copies per minute to over 100 copies per minute with copying volumes from under 1,000 copies per month to over 450,000 copies per month. Engineering copier also includes both analog and digital copiers (e.g., copiers capable of using transparent and opaque originals to produce plain paper, vellum or polyester film copies and capable of copying A to E size drawings. Full color, non-laser copiers, and other non-standard copier equipment (e.g., copy boards and easels) are included. It also includes copy control devices and systems for equipment under this SIN that can be used to limit copier access to authorize users and to record copier usage. The devices include mechanical and electrical copy-controls (e.g., key counters, cartridges, interface kits) and copy-control systems (e.g., central data collection units, and related connection devices as an integrated package). This SIN includes directly related attachments, accessories and supplies. (Note: Interactive Electronic Whiteboards are offered under SIN 20 300, not offered on this contract).

ANCILLARY (Formerly 51 1000) – Supplies –

Ancillary Supplies and/or Services Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule.

FSC/PSC Code: 3610

811212SA (Formerly 51 57) – Maintenance Service Agreement for Copiers –

This SIN includes a maintenance service agreement consisting of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) services consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, and fluctuations in electrical power or customer abuse. The Maintenance Service Agreement and Repair Service include the cost of labor, transportation, replacement/spare parts, (excluding consumable operating supplies). The greater the distance from the



maintenance facility to the user the higher the monthly fees. In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, and for a complete rebuilding or overhauling of Government's equipment are usually not included in the preventative service agreement.

FSC/PSC Code

333316F (Formerly 51 100F) – Flat-Rate Monthly Fee Copying Plan for Copiers –

Includes flat-rate monthly-fee plans; the customer identifies the approximate number of copies required per month (i.e., monthly volume level) and the required functional capability of the copier equipment. As necessary to satisfy the customer's requirements, the contractor provides the required copier equipment, accessories, attachments, copy-control devices and systems, all consumable supplies (except copying paper and transparency films), and full maintenance services including repair parts. The customer pays a flat-rate monthly fee for copier, regardless of the number of copies made each month.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button on fss.gsa.gov

Contract Period: May 1, 2015 through April 30, 2025

Contract Number: GS-03F-060CA
1-800-727-5472

HPI Federal LLC
1299 Pennsylvania Ave NW, Suite 475, Washington, DC 20004
<http://www.hp.com/go/gsa/>

Pricelist current through MAS Refresh #4 and Modification # 0204 as of December 22, 2020

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



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CUSTOMER INFORMATION

1. HP is offering following Special Item No.
 - 333316C (Formerly 51 100) Copiers/MFP Devices
 - ANCILLARY (Formerly 51 1000) Supplies
 - 532420LTOP (Formerly 51 58)
 - 532420LC (Formerly 51 58a)
 - 811212SA (Formerly 51 57) Maintenance and Service for Copiers/MFP
 - 333316F (Formerly 51 100F) Flat Rate Billing for Copiers
 - 541611MPS (Formerly 51 500)
 - 5416110 (Formerly 51 501)

Refer to separate price tables for products and pricing, or where incorporated into these terms and conditions.
<http://www.hp.com/go/gsa/>

2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
 - a. The Maximum Order for the following Special Item Numbers (SIN)
 - 333316C (Formerly 51 100) is \$350,000
 - ANCILLARY (Formerly 51 1000) is \$250,000
 - 532420LTOP (Formerly 51 58) is \$350,000
 - 532420LC (Formerly 51 58a) is \$350,000
 - 811212SA (Formerly 51 57) is \$350,000
 - 333316F (Formerly 51 100F) is \$350,000
 - 541611MPS (Formerly 51 500) is \$350,000
 - 5416110 (Formerly 51 501) is \$350,000

3. Minimum order: There is no minimum order for this contract.

4. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska (within 25 miles of Anchorage), Hawaii (Island of Oahu only), Washington, DC.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, and Hawaii

The Geographic Scope of Contract will be domestic delivery only.

5. Points of production- See www.sam.gov

6. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

Other Special Discounts (i.e. Government Education Discounts, etc.) Offered on a case by case basis

7. Quantity discounts – Not applicable

8. Prompt payment terms: Discounts for prompt payment are not offered.

- a. Contractor accepts Government credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract.

- b. Contractor accepts Government credit card for payment above the micro-purchase threshold, exclusive of lease



payments.

9. HP does offer items of foreign country of origin. This information is available on GSA *Advantage!*®

10. DELIVERY

Delivery 1- 90 days.

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.

10a. *Expedited Delivery*: Items available for expedited delivery are noted in this price list.

10b. *Overnight and 2-day delivery*: The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery

10c. *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.

11. FOB: Destination

12. CONTRACTOR'S ORDERING ADDRESS

HPI Federal LLC

GSA Schedule Administration

1299 Pennsylvania Ave NW, Suite 475, Washington, DC 20004

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

1-800-727-5472– Federal Sales Desk

1-888-447-0169 - Priority Phone Support (Existing MPS customer)

Fax: 800-825-2329

Email Address for Orders: fedllcorderprocessing@hp.com

MPS Portal Interface (for Existing MPS customer use) <https://h20016.www2.hp.com/sup/portal/login/login.do>

13. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

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

14. Payment Addresses:

HPI Federal LLC

P.O. Box 419517

Boston, MA 02241-9517

15. Warranty provision- standard commercial warranty



16. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Export packaging is not available under this contract.
17. Terms and conditions of Government purchase card acceptance. See #8 above.
18. Terms and conditions of rental, maintenance, and repair (if applicable). Rental terms are not offered.
19. Terms and conditions of installation (if applicable) – Not applicable.
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list Prices if applicable. Repair/spare parts are not available for purchase under the contract
21. List of participating dealers (if applicable). HP has no dealers under this contract.
22. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants.)
 - a. Information on HP products which meet FAR 52.225-15 Energy Efficiency in Energy-Consuming Products (DEC 2007) and FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) may be viewed at www.epeat.net. This information is not captured in our GSA Schedule price list.
 - b. Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.hp.com/accessibility. The EIT standard can be found at: www.Section508.gov/.
 - c. Regarding the CSS-FSS-411 Material Safety Data Sheet's (MSDS) clause, these are not included with our GSA Schedule price list. Additional information regarding the data sheets can be located at the following url: http://www8.hp.com/us/en/hp-information/environment/msds-specs.html?jumpid=re_r138_eco_msds
 - d. HP complies with C-FSS-411 Fire or Casualty Hazards/Safety Requirements, where applicable. Each product is subject to different types of certifications. HP can provide this information upon request. Please contact Dawn Korman at 202-831-5805 or dawn.korman@hp.com with any questions or concerns.
25. Data Universal Number System (DUNS) number: 07-987-1826
Contractor's Taxpayer Identification Number (TIN): 47-333-0412
CAGE Code: 7ESQ7
26. HP is registered in the central contract registration database on the [Sam.gov website](http://sam.gov)
27. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES. This excludes State, Local or Educational entities utilizing the GSA Cooperative Purchasing under this contract.

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.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT & SUPPLIES
(SPECIAL ITEM NUMBER 333316C (Formerly 51 100) & ANCILLARY (Formerly 51 1000))**

1. MATERIAL AND WORKMANSHIP

The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements 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 and BPAs, telephone orders are permissible for purchase only.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in the price schedule or will be separately quoted on an open market basis.

b. 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 receive 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 requisitioning 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 333316C.



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 HP 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 HP.
- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants that the items delivered hereunder will perform in accordance with the Contractor's written specifications.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address will be provided in documentation with equipment or by the support sales representative.

Service/Warranty: Support phone number: 800-633-6300.

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.

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. Additional warranty cannot be sold standalone. If additional warranty is desired after initial product purchase, please contact HP for day one maintenance contractual support options.



7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect at time of shipment, whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity 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 the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE SERVICE AGREEMENT FOR
COPIERS.
FULL SERVICE MAINTENANCE (SPECIAL ITEM NUMBER 811212SA (Formerly 51 57))**

SIN 811212SA Full-Service Maintenance with Supplies includes:

- Hardware Support/Break Fix services: Next-business day Onsite Response Time, standard business hours (9x5)
- Maintenance Kits Replacement – includes transfer kits, fuser kits and maintenance kits
- Supplies – ink, toner, print heads, image drum kits, cleaners, staples (except paper and transparency films)

SIN 811212SA Full-Service Maintenance Only (without supplies) includes:

- Hardware Support/Break Fix services: Next-business day Onsite Response Time, standard business hours (9x5)
- Maintenance Kits Replacement – includes transfer kits, fuser kits and maintenance kits

Hardware Support/Break Fix Services.

At its discretion, HP will provide Hardware Support using a combination of remote Hardware Support and On-Site or Replacement Service. Specific applicable Service levels may be specified under the award.

Remote Hardware Support is provided through HP Priority Phone Support or Remote Management. Customer may be required to run self-test programs.

HP will provide On-Site services during the Coverage window specified below, only if the fault cannot be corrected remotely. HP will, at its sole discretion, repair or replace such Device. HP may install available engineering improvements and firmware updates to ensure proper operation of the Device, maintain compatibility with the HP-supplied Device replacement parts or maintain supportability by HP. HP will provide HP-supported parts and materials. Replacement parts and products are new or equivalent to new in performance. Replaced parts and products become the property of HP.

Next Business Day On-Site Response 9x5 will be provided if Customer's call for Service is placed any Business day before 1:00 p.m. US local time. An HP representative will arrive On-Site to begin hardware repair the next Business day after the service request has been logged. Calls placed after 4:00 p.m. will be logged on the next Business Day. Coverage window is Monday through Friday from 8:00 a.m. to 5:00 p.m. US local time, excluding Business holidays.

HP Priority Phone Support. HP provides remote technical support through a toll-free number for the Devices and Software, and for Supplies ordering. HP Priority Phone Support is available during 8:00 a.m. to 5:00 p.m. US local time, Monday through Friday, excluding Business holidays.

Remote Management. HP may manage the Devices (including configuration, hardware support, and non-reporting Device remediation) through Remote Device Access (RDA). RDA is a set of HP Tools that allows HP to securely access the HP Management Server and Devices. HP will seek approval from the Ordering Agency's designate representative that is identified with the authority to allow and support HP with network access to the HP Management Server and the Devices.

Training. Training is provided at the time a new device is installed, where applicable.

Travel Zones. All Onsite Response Times apply only to Sites located within 100 miles of a primary HP support responsible office. Travel to Sites located within 200 miles of a primary HP support responsible office is provided at no additional charge. If the Site is located more than 200 miles from the primary HP support responsible office, an additional charge may be applicable. Travel zones and charges may vary in some geographic locations.

Onsite Response Times to Sites located more than 100 miles from a primary HP support responsible office will have the following modified response times for extended travel: (i) for Sites located within 200 miles, 4 hour response time will take 8 hours and next day response will take one additional business day; (ii) for Sites located between 200 to 300 miles, next day response will take two



extra business days and 4 hour response time will be established at the time of the order and subject to resource availability; and (iii) for Sites located more than 300 miles 4 hour and next day response will be established at the time of the order and subject to resource availability.

For Customer-provided devices: Prior to a Customer-provided Device start date, Customer will provide the Device model name, serial number, physical location information, asset number if applicable, IP address, host name, and current usage page counts. In addition, Customer will provide written confirmation that all such Devices are operable and in good working condition. If a Device is deemed ineligible for service and repairs are required to bring the device to a good operating condition for fleet eligibility, HP may provide parts and repairs at HP's current standard parts and service rates and under a separate work order.

Repeated Failure Replacement

For Customer-provided Devices: All Customer-provided Devices are subject to inspection and evaluation by HP. In the event that a Customer-provided Device is experiencing a rate of failure equal to or greater than six (6) Hardware Support Service calls within sixty (60) consecutive calendar days for the same hardware product defect, then Customer shall be responsible for the replacement of any such Device within thirty (30) calendar days of notice from HP if HP is to continue providing service for any such Device under the terms of this Agreement. If the Customer does not elect to replace the Customer-provided Device, HP may elect to declare the Device ineligible for service.

End of Service Life: When the manufacturer no longer supports a Customer-provided Device and repair parts are no longer available, HP reserves the right to discontinue providing Technical Support service, and will adjust the Fees accordingly. If the Device requires Technical Support service or if Consumables are no longer available, HP will work with the Customer to replace the Device via a work order modification to adjust the device schedule and pricing as needed.

Maintenance Kit Replacement Service.

An HP authorized technician will replace maintenance kits (transfer kits, fuser kits, collection units, waste toner bottles) within 2 business days for orders received prior to 3:00 p.m., Customer US local time. HP may use re-manufactured parts that are equivalent to new in performance. The service is completed when the HP authorized technician replaces the Maintenance Kit and successfully prints a test page.

Supplies Management Services.

This Agreement includes the provision of Consumables (Printing Supplies) for the Devices.

Consumables. All Consumables provided under the Agreement are the property of HP unless otherwise specified. Consumables may be used only in Devices for which the consumable was ordered and included in the Agreement. Devices may only be supplied with Consumables provided and fulfilled by HP under its performance of the full maintenance SIN 811212SA. Upon receipt of Consumables, Customer shall be responsible for their safekeeping.

Consumable Ordering. Consumables ordering will be via Automated Supplies Management (ASM) if it has been enabled. If ASM has not been enabled or if the Device is non-reporting, Customer or an authorized designee shall order Consumables via the HP Web Portal Interface. In the event the HP Web Portal Interface is not functioning or available, Customer may order via Priority Phone Support.

Printing Supplies Delivery. HP will use commercially reasonable efforts to deliver Printing Supplies (print cartridges, print heads, drum kits, and staples cartridges) to the Customer Site's designated central receiving location/dock with a reference to the Device for which it is ordered, clearly visible on packaging:

-Next business day, for orders received before 3:00 p.m., Customer US local time, Monday through Friday, excluding Business holidays. Delivery to Sites in Alaska and Hawaii will require up to ten (10) business days.

Customer is responsible for notifying HP of shipments not received within fifteen (15) business days of shipment confirmation. Unless otherwise specified, Customer is responsible for Printing Supplies installation into the Device.



Web Portal Interface. The Web Portal Interface (HP Service Portal or Fleet Management Interface) is a secured website accessible by Customer with a login and password provided by HP. Customer can access the Web Portal Interface to: (i) view account information, including a listing of Devices, Device location addresses, and Consumable information; (ii) view page count tracking and utilization information (Remote Monitoring is required); (iii) request/order Printing Supplies and Maintenance Kit shipment or replacement and view shipping status of such orders; (iv) request technical support service (limited to next-day response times); and (v) export contract information, Device data, or usage data in Excel format. The Customer access information is considered confidential and Customer agrees to limit access only to those Customer employees who need to access the Portal Interface.

Remote Monitoring

When Remote Monitoring (RM) is approved for use by HP and the Ordering Agency's designate, the HP Tool, consists of software and hardware components. The purpose of RM is to collect detailed print usage and consumables level information from the device. This information will be used in the ongoing analysis, invoicing, and Automated Supplies Management Service.

Customer Responsibilities. Customer shall: (1) provide HP with the following information: host name, fully qualified domain name, IP address, DNS entries, subnet mask, default gateway, proxy name and port number, port 443 access and no SNMP traffic blocks for the Gets; (2) upon request, assist HP in accessing the RM solution and troubleshooting any network connectivity issues, (3) accept all HP authorized RM updates, (4) not run any scripts against RM, (5) make RM available to HP on a 24x7 basis, and (6) immediately report any network or location changes to HP.

In the event HP is unable to obtain usage data, that usage data will not be made available in usage reports. No data and information relating to identified or identifiable individuals will be collected through the use of RM. Statistical and technical data and information collected through the use of RM will be used and stored solely as necessary for the purpose of the provision of this monitoring and reporting service to Customer.

For manual reporting Devices, Ordering Agency shall provide to HP a usage report for the previous month's usage on the 5th of the following the month.

Monthly Payments.

Includes a monthly base payment plus overages, if applicable.

Overages Options include:

- i. Pages exceeding the monthly page volume limit per device stated in the price list will be invoiced on a per copy basis as indicated in the 811212SA Price List.
- ii. Ordering Agency may request a new quote that is inclusive of the expected increase in page volumes.
- iii. HP reserves the right to complete a usage calibration on an annual basis. Usage can be determined by actual device page count or from print cartridge orders.

Page format reference for Click Charges. The Click count will be provided to HP by Remote Monitoring (RM). A4 and Letter size prints will be charged at the rate of 1 (one) click per impression. Legal size prints will be charged at the rate of 1.3 (one point three) clicks per impression. A3 size prints will be charged at the rate of 2 (two) clicks per impression. A duplex page will be charged as 2 impressions.



**TERMS AND CONDITIONS APPLICABLE TO FLAT RATE MONTHLY FEE
COPYING PLAN FOR MULTIFUNCTIONAL DEVICES
(SPECIAL ITEM NUMBER 333316F (Formerly 51 100F))**

Under the GSA flat-rate monthly fee plan, the Ordering Activity is charged a flat-rate monthly fee for service. The Ordering Activity identifies the approximate number of pages required per month and the applicable device related to that range is purchased or leased.

The Flat-Rate Monthly fee includes the following:

- Hardware Support/Break Fix services: Next-day Onsite Response Time, standard business hours (9x5)
- Maintenance Kits Replacement – includes transfer kits, fuser kits and maintenance kits
- Supplies – ink, toner, print heads, image drum kits, cleaners, staples (except paper and transparency films)

Monthly Payments

Prior to the placement of an order under this SIN, the Ordering Activity and the contractor must agree on the device and monthly usage volume and the associated monthly flat rate.

Overages

- i. Annual target volume (Monthly target volume times number of months the device is in service). Pages exceeding the annual target volume per device will be invoiced on an average cost per page.
- ii. Ordering Activity may request a new flat rate services fee for that device based on the expected increase in page volumes.
- iii. HP reserves the right to complete a usage calibration on an annual basis. Usage can be determined by actual device page count or from print cartridge orders.

See Special Item Number 811212SA Maintenance Service Agreement for scope and terms and conditions applicable to the services under this SIN 333316F, Flat Rate Monthly Fee.

HP's Flat Rate Plans are available for new HP devices purchased under SIN 333316C.



**TERMS AND CONDITIONS APPLICABLE TO MANAGED PRINT SERVICES
FOR SPECIAL ITEM NUMBER 541611MPS (Formerly 51 500) and NEEDS AND
FLEET ASSESSMENTS UNDER SIN 5416110 (Formerly 51 501)
(SPECIAL ITEM NUMBER 541611MPS & 5416110)**

HP's Managed Print Services (MPS) methodology for the Federal Government leverages the integration of its standard offerings found under its GSA Schedule as well as enabling a customized and scalable approach under which its managed service offerings can include various hardware, HP branded, OEM, all associated services, supplies and software to deliver a comprehensive solution. As each government agency's environment is unique HP's comprehensive approach to MPS is delivered through flexible, modular service offerings that are organized into three stages: Design, Transition and Manage.

Design

Getting the right design begins with a detailed understanding of the customer's environment. HP will assess the agency's print environment by using either an automated or manual method to gather all print, scan, copy and fax device information in the current state environment. In some instances, a combination of both methods may be utilized.

Manual collection will be scoped based on number of locations and devices to be captured by a Discovery Engineer.

Automated collection is performed using data collection tools such as FMAudit, Web JetAdmin, DCA or similar management software and data collection tools. These tools enable the monitoring and collection of device data, including consumables, usage, and device health information from networked devices. No data or information relating to identified or identifiable individuals is collected. In the event HP is unable to obtain device specific usage data, that usage data will not be made available in MPS Portal Interface usage reports. The output information will be used for fleet design and to provide for the on-going analysis of the Fleet, the provision of MPS, invoicing, web viewing, reporting services to the agency and Automated Supplies Management (ASM) as applicable for the devices.

Because different organizations have different needs, HP employs a flexible solution approach that balances goals of cost reduction, productivity and end-user satisfaction. HP offers a range of assessment services that are described under SIN 51-501 Needs Assessment and Analysis Services.

When designing the optimal imaging and printing infrastructure for an organization, it is imperative to consider components such as security, device utilization, functionality, user profiles, environmental sustainability, workflow and total cost of ownership.

Security – Printers can be a liability if not protected. Information security, risk mitigation and compliance are key issues for organizations subject to an increasingly stringent regulatory environment. An effective solution must address each of these factors.

Utilization - should be a primary driver informing the effective design of a new imaging and printing infrastructure. Achieving the right combination of technology (hardware and software) and services at the right time and place with the right amount of capacity and efficiencies is an outcome that most organizations desire.

User profiles - Critical considerations when designing the best infrastructure for an organization's needs are defining end-user requirements, building the right service levels and avoiding one-size-fits-all approaches.

Environmental sustainability - An effective output design should save energy and paper and lessen an organization's environmental impact. The ability to easily digitize documents and automate paper-based workflows helps reduce paper use. Smart infrastructure management enables further carbon footprint reduction by customizing device-level energy and paper settings and encouraging responsible end-of-use recycling.

Workflow - Improving workflow is one of the most effective ways to reduce waste and cost, and it can also increase productivity, reduce compliance risks and accelerate revenue.



Total Cost of Ownership - Realizing the full potential and value of your infrastructure investments requires understanding of the true costs of imaging and printing – both soft and hard costs - including utilization. Focusing on cost-per-page and other traditional metrics is simply not enough. Detailed assessments can be performed under SIN 5416110.

Transition

In the Transition phase, installation of hardware, services and value-add solutions from HP and HP partners is performed. HP's Transition Manager will provide quality service and a seamless implementation while transitioning to the managed environment. A documented implementation plan to promote delivery consistency and document specifics for the organization's deployment is prepared. Implementation is based on specific requirements jointly developed by HP and the contracting agency.

HP may also take responsibility for the agency's existing fleet in a "managed as is" arrangement. To ensure a smooth transition, HP collaborates with agency designees to communicate and train staff so that they are ready, willing, and able to use the new environment and improve their productivity from the start.

Manage

Once an MPS contract is in place, HP offers ongoing operational and governance services to provide compliance to the contracted SLA and best-in-class end-user satisfaction. Account Delivery Management Services (ADM) will be deployed to oversee the ongoing operations and help ensure that the organization's expectations (both financial and user experience) are met in accordance with their Print Policy and SLAs. ADM services provide active monitoring of the client's environment, a single point of contact and accountability, visibility into usage trends, capacity utilization, and expenditures for ongoing planning and management. ADM services identify opportunities for continuous innovation and improvement using data, analytics and expertise and bring recommendations to the organization's management as part of the periodic business reviews. Finally, a range of supplies management services to reduce supplies inventory costs are available as well under other SIN categories in support of this contract.

HP offers a range of services designed to facilitate the professional integration of HP or partner hardware and software assets into an Agency's environment.

Services include:

- Coordinated ordering and delivery
- Unpacking, removal of packaging material at a central onsite location, assembly of hardware components, and installation of key software
- Network configuration and installation
- Hardware and software testing
- Basic capabilities orientation for users during installation

Custom-designed deliverables can be built into the HP Managed Print Services (MPS) agreement based on unique requirements as outlined in a Statement of Work (SOW) with the Federal Government Agency.

For example, adding HP Print Security Services to a MPS contract provides additional layers of security protection. Credentialed security advisors can help co-develop and deploy a custom plan to increase an Agency's print security position by addressing people, processes, and compliance requirements.

Multivendor Services (Third Party Support of qualified non-HP equipment)

HP recognizes an Agency's imaging and printing environment may include hardware from various non-HP manufacturers. HP Multivendor Services includes a range of options and capabilities designed to provide support for agency-owned non-HP printers, multifunction printers (MFPs), copiers, and other devices.

HP Multivendor Services are determined based on a Statement of Work (SOW) with the Federal Government Agency and may include the following:



- Full-service hardware lifecycle support including the following:
 - Diagnosis
 - Parts dispatch
 - Engineer allocation
 - Event management
- Professional onsite response and repair
- Service event reporting and review, to verify that HP is meeting or exceeding the agreed-upon service levels and customer expectations
- Standard response service levels include the following:
 - Next-business-day onsite response, 8:00 am to 5:00 pm customer local time business days, Monday through Friday
 - Same-day onsite, 4-hour response, 8:00 am to 5:00 pm customer local time business days, Monday through Friday
- Other Service Level Agreements (SLAs) as mutually agreed upon:
 - Automated supplies management, wherever possible
 - Fleet/device management
 - Install, move, add, change and disposal services

HP supports multiple manufacturers. All devices included in the service under the Statement of Work must be deemed eligible for the service. Eligibility is based on device manufacturer, model, location, age and condition of the device. HP reserves the right to identify and work with existing or new service partners to provide the delivery of support and services for non-HP branded devices equivalent to the HP's and the Agency's agreed to standard.

Needs Assessment and Analysis Services

HP offers a range of assessment services that can help agencies make better decisions around topics such as investment levels, infrastructure requirements, device utilization, resource allocation, mobility, security and risk management, and workflow enhancements.

Our comprehensive assessment services provide a structured and fact-based approach to defining and analyzing your environment. HP Assessment Services include:

- HP Industry Benchmark Assessment
- HP Managed Environment Assessment
- HP Eco Printing Assessment
- HP Workflow Discovery
- HP Discovery and Design

HP will utilize currently awarded GSA Special Item Numbers (SIN) including but not limited to; 333316C, 532420LTOP 532420LC, 811212SA and 333316F. Pricing will be based on the number of devices and estimated page volumes. For purchase of new devices, the GSA 333316C will be utilized. Devices can also be leased under 532420LTOP or 532420LC. Maintenance service on new or eligible installed devices can be added using SIN 811212SA, full-service maintenance or 333316F, Flat Rate pricing.

Automated data collection is preferred for managed print services engagements and the cost is included in the monthly service agreed to in the Agency Statement of Work. Manual collection at specified locations is available if mutually agreed to in the Agency statement of work and will be calculated based on the number and device types and labor estimated to perform manual data collection.

In addition to using pricing associated with services described under specific SINs, HP at times will also consider the cost associated with personnel. Fees may be incorporated into monthly services fees associated to each device and location or a fee may



be associated with a specific defined deliverable in the SOW.

Provided below are a list of hourly service categories which may be included as part of a MPS Statement of Work. These service categories are not available standalone.

Service Categories

Account Delivery Manager (Specialist) -- \$115.65

Account Delivery Manager (Expert) -- \$122.85

Account Delivery Manager (Master) -- \$160.80

An assigned, single point of contact(s) as the Agency's accountable partner for services during the duration of the Managed Print Services agreement. The person is assigned based on the agency's business need, complexity, size and geographic scope of the engagement and the level of ADM services that is required by the Agency.

The ADM leads or participates in executing the following deliverables:

- Account transition and set-up—works closely with the Transition Manager
- Account planning
- Strategic reviews
- Fleet management
- Contract management

The education and experience levels of Account Delivery Managers (ADM) include first level University Degree or equivalent combination of education and experience.

Specialist: 1-3 years relevant industry experience, ITIL/ITSM knowledge, applies **developed** subject matter knowledge to solve common and complex business issues with established guidelines.

Expert: 3-8 years relevant business experience, advanced ITIL/ITSM knowledge, applies **advanced** subject matter knowledge to solve common and is regarded as a subject matter expert.

Master: 8-12 years relevant business experience, unique mastery and recognized authority on relevant subject matter knowledge including technologies, theories and techniques.

Transition Manager (Onsite) -- \$142.04

Transition Manager (Remote) -- \$ 66.10

Transition Manager coordinates and manages the implementation of the Agency's new optimized fleet and works in conjunction with the Account Delivery Manager. The Transition Manager works with the Agency on a consultative basis to plan for the detailed implementation of the new hardware, software, and services. HP's team of professionals then coordinates and oversees the implementation activities, ensuring that HP meets or exceeds the Agency's expectations every step of the way. Depending upon the size and complexity of the deployment, HP will provide either remote or onsite transition management services.

Onsite Administrator (Level 1) --\$35.94

The Onsite Administrator (OSA) is responsible for feeding and care of the MPS device fleet, including:

- Replace device consumables
- Clear paper jams
- Assist end-users with an overview of the fleet device functionality



- Coordinate technical support service calls
- Report any occurrences of customer dissatisfaction to the ADM
- Assist in the collection of usage pages for devices when required.

Onsite Administrator (Level 2) -- \$38.98

In addition to the above tasks, the OSA Level 2 may also perform a variety of additional value-added services beyond the basic feeding and care of the MPS device fleet. Some of the additional services an OSA Level 2 may perform, when directed by the HP ADM include:

- Initial troubleshooting for device issues
- Perform device replacements
- Perform maintenance on fleet devices
- Manage the device fleet using HP Web Jetadmin
- Updating site maps provided after the Discovery and Design Assessment service, if applicable
- Initiating device related trouble tickets into the customer-supplied ticketing system
- Device usage tracking
- Manage on-site spare devices inventory
- Perform copy orders and distribution services (if copy center service is included)
- Coordinate with third party suppliers to obtain status of the supplier’s equipment and/or services

Onsite Administrator fees may be subject to metro-area uplifts.

Metro	Metro Uplift	Metro	Metro Uplift
Phoenix, AZ	5%	Rockville, MD	12%
Irvine, CA	12%	Boston, MA	10%
Los Angeles, CA	18%	Worcester, MA	10%
San Diego, CA	12%	Princeton, New Jersey	12%
San Francisco, CA	18%	New York, NY	18%
Farmington, CT	12%	Providence, RI	12%
New Haven, CT	12%	Dallas, TX	10%
Washington, D.C.	18%	Houston, TX	5%
Baltimore, MD	12%	Richmond, VA	12%

Technical Consultant - \$107.61

The Technical Consultant (TC) assists the Account Manager, Transition Manager and the Agency on a consultative basis for project and technology planning. The TC may lead a project team to define the scope of discovery effort, plan logistics and define the future-state imaging and printing policy and design criteria. The TC provides technical leadership in evaluating an Agency’s printing environment needs and in defining and implementing the approved technical solution. In addition, the TC acts as an escalation manager for escalated technical issues and trends. The TC typically has experience in IT services, including enterprise output management, networking, and general imaging and printing technologies. For example, the TC is generally trained in imaging and printing technologies, enterprise infrastructure, networking technologies, and computing technologies. Technical Consultant is also described as Client Engineer, Network Engineer, IT Engineer, Design Engineer and Software Engineer.

Travel and Transportation Costs

Travel and Transportation Costs will be handled in accordance with P.L. 99-234, FAR 31.205-46, and Contractor’s cost accounting system. These costs are directly reimbursed by the ordering agency.



**TERMS AND CONDITIONS APPLICABLE TO LEASING OF GENERAL PURPOSE
COMMERCIAL EQUIPMENT**
**(SPECIAL ITEM NUMBER 532420LTOP (Formerly 51 58) Lease to Ownership Plans
(LTOP) Copiers) and (SPECIAL ITEM NUMBER 532420LC (Formerly 51 58a) Operating
Lease Plan for Copiers)**

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 532420LTOP or 532420LC, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 532420LTOP or 532420LC. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4. Upon determination that the equipment is acceptable, the Government's authorized representative, having responsibility for accepting the equipment under the purchase order, will sign the equipment acceptance document.

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

- a. Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.
- b. When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:
 - i. Which product(s) is (are) required.
 - ii. The required delivery date.
 - iii. The proposed term of the lease.
 - iv. Where the equipment will be located.
 - v. Description of the intended use of the equipment.
- c. The contractor will respond with:
 - i. Whether the contractor can provide the required equipment.
 - ii. The monthly payment based on the rate and the initial and residual values of the equipment.
 - iii. The estimated cost, if any, of applicable State or local taxes.
 - iv. A confirmation of the availability of the equipment on the required delivery date.
 - v. Extent of warranty coverage, if any, of the leased products.
 - vi. Cite the cost of any mandatory maintenance as applicable.
 - vii. The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).
- d. The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges (See FAR Subpart 17.1)
- e. The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.



3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS

- a. **Lease Options:** At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.
 - i. 532420LTOP (Formerly 51 58) - Lease to Ownership Plan (LTOP) (Lease/Purchase) (Copier)
 - ii. 532420LC (Formerly 51 58a) - Lease with Option to Own (Operating Lease) (Copier)
- b. **Annual Year Funding.** When using annually appropriated funds when placing an order for leasing, the following applies:
 - i. Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.
 - ii. All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply (See Section 13, Early Termination).
 - iii. Non – Substitution It is the intent of the Government by placing an order to exercise each renewal option and to extend the order until completion of the full term (base period and all renewal/option periods) so long as the bona fide needs of the Government for the products and services or functionally similar products or services continues to exist. If (i) the order expires prior to the expiration of the relevant full term and the Government does not exercise any option to renew the order, or (ii) the Government terminates the order pursuant to a Termination for Convenience or (iii) the Government terminates due to a Termination for Non-Appropriation the Government agrees not to replace any product or service provided under the order with functionally similar product or service or to revert to the use of any other product or service to perform any of the functions performed by the products and services provided under the order for a period of one (1) year succeeding such expiration, termination, or Non-Appropriation.
- c. **Multi-Year Funding Within contract Period:** Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.
- d. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment 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.



- e. **Assignment of Claims:** In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.
- f. **Government Rights under Lease:** The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

- a. Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.
- b. When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

- a. Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used only in the calculation of the original lease payment.
- b. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Negotiated Monthly Lease Factor – Operating Leases:

Term – No. of Months	Lease Factor	Term – No. of Months	Lease Factor
36	0.02764	49	0.02293
37	0.02718	50	0.02263
38	0.02674	51	0.02235
39	0.02632	52	0.02208
40	0.02592	53	0.02182
41	0.02553	54	0.02157
42	0.02516	55	0.02132
43	0.02481	56	0.02108
44	0.02447	57	0.02085
45	0.02414	58	0.02063
46	0.02383	59	0.02041
47	0.02352	60	0.02020
48	0.02323		



Negotiated Monthly Lease Factor – LTOPs:

Term – No. of Months	Lease Factor	Term – No. of Months	Lease Factor
12	0.08982	37	0.03195
13	0.08329	38	0.03122
14	0.07768	39	0.03053
15	0.07281	40	0.02988
16	0.06854	41	0.02926
17	0.06476	42	0.02866
18	0.06139	43	0.02809
19	0.05836	44	0.02755
20	0.05563	45	0.02704
21	0.05316	46	0.02654
22	0.05090	47	0.02606
23	0.04883	48	0.02561
24	0.04692	49	0.02518
25	0.04523	50	0.02476
26	0.04366	51	0.02437
27	0.04221	52	0.02399
28	0.04086	53	0.02362
29	0.03960	54	0.02326
30	0.03842	55	0.02292
31	0.03732	56	0.02259
32	0.03629	57	0.02227
33	0.03531	58	0.02197
34	0.03440	59	0.02167
35	0.03353	60	0.02138
36	0.03271		

No lease payments are prorated. At the order level, the Ordering Agency may negotiate a lower monthly lease factor. Contractor and Government shall update the negotiated monthly lease factor periodically (but no more frequently than quarterly), but such updates shall only apply to lease orders issued after such update.

- c. The purchase option price for any early purchase option under an LTOP will be based upon the unamortized principal of the product. The 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. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

6. EXPIRATION OF LEASE TERM:

- a. Upon the expiration of the Lease Term, the Ordering Agency will:
 - i. Upon 30 day written notice, return the Equipment to the Contractor or –
 - ii. Purchase the equipment at the fair market value of the equipment if the lease is a lease with option to own (operating lease) or at the unpaid principal balance if the lease is an LTOP, or;
 - iii. Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.



7. ADDITIONS

For the purpose of this solicitation the definition of an addition is defined as follows: Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

- a. The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.
- b. The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:
 - i. can be removed without causing material damage to the equipment;
 - ii. do not reduce the value of the equipment; and
 - iii. are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.
- c. 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:
 - i. were not leased from the contractor, and
 - ii. are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- d. Any additions, which are not removable, will become the contractor's property (lien free).
- e. Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.
- f. Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment 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 equipment during relocation unless the Contractor shall undertake such relocation.

9. WARRANTY

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.



10. EQUIPMENT PERFORMANCE

- a. The equipment supplied must be in operational or repairable condition throughout the term of the lease.
 - i. Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
 - ii. Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.
- b. After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.
- c. Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5percent of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

The maintenance response level and contingency plan requirement will be determined by the maintenance purchased by customer. Maintenance response will be that of the maintenance level ordered by customer under SIN 51-57 of this contract or that provided by other authorized service provider as allowed for in paragraph 4 of this SIN.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.



12. State and Local Taxes (52-229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes, 52.229-3 Federal, State, and Local Taxes, which are incorporated by, reference.

Alternatively, at the order level the ordering activity the Government may elect to have the contractor uplift the monthly payment factor used to calculate the lease payment amount for an operating lease in exchange for contractor bearing responsibility and liability for State and Local personal property taxes that may be assessed or incurred with respect to the equipment.

13. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (1) Termination for the Government's Convenience.

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

The Termination Ceiling Charge shall be an amount equal to the present value (discounted at three percent (3%) per annum, compounded monthly) of the remaining lease payments through the end of the full lease term (i.e., base period and all renewal periods).

If the Government exercises its right to non-renew the order or terminate the order for its convenience (except in the event of a termination for Non-Appropriation) the Government agrees to pay a Termination Charge in an amount equal to the present value (discounted at three percent (3%) per annum, compounded monthly) of the remaining (lease, base charge, etc) payments through the end of the full lease term.

14. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency 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 Agency. Therefore, it is unlikely that leases entered into under the SINs 532420LTOP/Lease to Own (Copiers) or 532420LC/Operating Lease (Copier) will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment, or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.



15. LEASE EXTENSIONS

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS - SIN 532420LTOP/LEASE TO OWN

Title to equipment installed under SIN 532420LTOP automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. LEASE EXPIRATIONS - SIN 532420LC/OPERATING LEASE

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges (including packing and shipping charges FOB destination). Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. RETURN OF EQUIPMENT

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges (including packing and shipping charges FOB destination). Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.



**APPENDIX A:
HP CUSTOMER TERMS – PORTFOLIO-GSA**

1. Parties. These terms represent the agreement (“Agreement”) that governs the purchase of products and services from the HPI Federal LLC entity identified in the signature section below (“HP”) by the Customer entity identified below (“Customer”).
2. Orders. “Order” means the accepted order issued by Customer under the GSA Schedule Contract, including any supporting material which the parties identify as incorporated either by attachment or reference (“Supporting Material”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website, provided that in the event of an inconsistency between the terms of any Supporting Material and the terms of the GSA Schedule contract (including HP’s GSA Addendum), the latter shall control to the extent of the inconsistency.
3. Scope and Order Placement. These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. Order Arrangements. Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. Prices and Taxes. Reserved
6. Invoices and Payment. Reserved
7. Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
8. Delivery. HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
9. Installation. If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
10. Support Services. HP’s support services will be described in the applicable Supporting Material, which will cover the description of HP’s offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.
11. Eligibility. HP’s service, support and warranty commitments do not cover claims resulting from:
 1. improper use, site preparation, or site or environmental conditions or other non-compliance with



- applicable Supporting Material;
2. modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 4. malware (e.g. virus, worm, etc.) not introduced by HP; or
 5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. Professional Services. HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
 13. Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
 14. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
 15. Change Orders. Reserved
 16. Product Performance. All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
 17. Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
 18. Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
 19. Services with Deliverables. If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
 20. Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP and any fees incurred for the return of material.
 21. Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, HP
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disclaims all other warranties.

22. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
23. **Intellectual Property Rights Infringement.** For Federal Government customers, the Government will control litigation or settlement of any patent infringement claims arising out of the performance of this contract and brought against the Government notwithstanding anything to the contrary in a "Patent Indemnity" provision of this contract or other related transaction document. Contractor reserves the right to intervene in the proceedings at its own expense through counsel of its choice.
24. **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
25. **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
26. **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
27. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual. In the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
28. **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
29. **License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
30. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that



purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

31. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information (“PII”) of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
32. US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP’s standard commercial license.
33. Global Trade compliance. Products and services provided under these terms are for Customer’s internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.
34. Limitation of Liability. Reserved
35. Disputes. Reserved
36. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
37. Termination. Reserved
38. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties.



Appendix B

SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- Hardware Support-General Eligibility.** Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You must also maintain eligible products at the latest HP-specified configuration and revision levels.
- Return to Support.** If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- Use of Proprietary Service Tools.** HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
 - o Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - o Install Proprietary Service Tools, including installation of any required updates and patches;
 - o Use the electronic data transfer capability to inform HP of events identified by the software;
 - o If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - o Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- Local Availability of Support.** Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- Version Support.** Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- Relocation and impact on Support.** Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- Multi-vendor Support.** HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or



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licensor ceases to provide support for them.

- **Modifications.** You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- **Site and Product Access.** You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.
- **Licenses.** You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- **Software Support Documentation and Right to Copy.** You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- **Loaner Units.** HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- **Hardware Support: Compatible Cables and Connectors.** You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- **Data Backup.** To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- **Temporary Workarounds.** You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- **Hazardous Environment.** You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- **Authorized Representative.** You will have a representative present when HP provides support at your site.
- **Product List.** You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- **Solution Center Designated Callers.** You will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers") or online help tools.
- **Solution Center Caller Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is



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initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- Cancellation.** You may cancel support orders or delete products from support upon thirty (30) days' written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days' written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- Pricing.** Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- Additional Services.** Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- Replacement Parts.** Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

