AUTHORIZED ADP SCHEDULE PRICE LIST

FSC Group 70, Part I, Section A

General Purpose Automatic Data Processing Equipment and Software

MERGE #5,12,540,1209

FSC Class 7010 ADPE Configurations Class 7021-0001 ADP Central Processing Unit (CPU, Computer) Digital Class 7025-0010 Other ADP Input/Output and Storage Devices Special Items – 132-6, 132-15, 132-16

> INFOTEK SYSTEMS 1400 North Baxter Street Anaheim, California 92806 (714) 956-9300

> > Contract Number: GS-OOC-01939

Period Covered By Contract: Jan. 1, 1980 through Sept. 30, 1980

General Services Administration Automated Data and Telecommunications Service GSA Mailing Code: OOCC 7450 (General Purpose Data Processing Equipment)



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CONTRACTUAL INFORMATION

The terms and conditions set forth in this Authorized ADP Schedule Price List for the various items listed herein are of utmost importance. Using agencies should become thoroughly familiar with these provisions to assure that the equipment is acquired, used, and maintained at minimum cost consistent with the Government's requirements. Every effort has been made to make these terms and conditions concise and understandable; however, in the event that specific questions arise, ex-planations or additional information will be furnished if you write or phone:

For U.S. Army

U.S. Army Computer and Acquisition Agency ATTN: CSSA-PD (Procurement Division) Washington, D.C. 20310 Telephone: AUTOVON 227-4060; 4076 or (Area Code 202) 697-4060; 4076

For U.S. Navy

ADPE Selection Office Washington, D.C. 20390 Telephone: AUTOVON 227-1107 or (Area Code 202) 697-1107

For U.S. Air Force Directorate of Data Automation ATTN: AF/KRAX Headquarters, USAF Washington, D.C. 20330 Telephone: AUTOVON 225-0489; 227-9670; 9163 or (Area Code 202) 695-0489; 697-9670; 9163

For All Agencies

General Services Administration Automated Data & Telecommunications Service Procurement Division (CDPS) Washington, D.C. 20405 Telephone (Area Code 202) 566-1106

IMPORTANT: This Authorized ADP Schedule Price List should be used in conjunction with the ADP Schedule for FSC Group 70, Part I, Section A or B, as applicable. The ADP Schedule, published by General Services Administration, contains special provisions and information pertaining to rental, purchase, and maintenance of data processing equipment. Ordering offices should consult Federal Procurement Regulations 1-4.1107-6 before using this Authorized Schedule Price List. Copies of the ADP Schedule, together with its amendments and special notices, may be obtained from the General Services Administration by submitting GSA Form 457 (General Services Administration FSS Publications Mailing List Application) to the address shown thereon. Copies of GSA Form 457 may be obtained from the General Services Administration Regional Supply Service Officers. Addresses of the GSA Regional offices are listed below:

- Region 1 Post Office and Courthouse Building, Boston, Massachusetts 02109
- Region 2-26 Federal Plaza, New York, New York 10007 Region 3-7th and D Streets, S.W., Washington, D.C. 20407
- Region 4-1776 Peachtree Street, N.W., Atlanta, Georgia 30309
- Region 5-230 South Dearborn Street, 33rd Floor, Chicago, Illinois 60604
- Region 6-1500 E. Bannister Road, Kansas City, Missouri 64131
- Region 7–819 Taylor Street, Fort Worth, Texas 76102 Region 8–Building 41, Denver Federal Center, Denver, Colorado 80225 Region 9–525 Market Street, San Francisco, California 94105
- Region 10-GSA Center, Auburn, Washington 98002

INFORMATION FOR ORDERING OFFICES

- 1. Geographic Scope of Contract See Terms and Conditions
- 2. Service Areas See Terms and Conditions
- 3. Contractor's Ordering Address Infotek Systems 1400 North Baxter Street Anaheim, CA 92806
- 4. Contractor's Payment Address Same as 3. above
- 5. F.O.B. Point Same as 3. above
- 6. Delivery Time To be quoted at time of quotation

7. Discounts:

a. Prompt Payment -- 1/4 % 10 days from receipt of Invoice or date of acceptance, whichever is later.

Discount

- b. Discounts are not cumulative and apply to individual purchase orders.
- c. Purchase Order Amount

Discount
5%
7%
10%
13%

- 8. The minimum dollar value of orders to be issued under this contract is \$50.00.
- 9. Size of Business Concern Small

10. Statement concerning foreign-produced items – N/A

- **11.** Export packing facilities are available and prices for this service will be quoted at time of quotation and are outside the scope of this contract.
- **12. Maximum order limitation** Ten (10) of the same model number per purchase order or \$250,000.00 per purchase order, whichever is less.

13. Federal Information Processing Standards Publications (FIBS PUBS)

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of Federal Property Management Regulation (FPMR) 101-36.1300, as appropriate. Products under this Schedule that do not conform to Federal Information Processing Standards should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIBS PUBS) are issued by the National Bureau of Standards, Department of Commerce, pursuant to section III of the Federal Property and Administrative Services Act of 1949, as amended, 79 Stat. 1127 (40 U.S.C. 759). Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary industry standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office and orders for subscription service should be referred to the NTIS Subscription Office both at the above address, telephone number (703) 557-5650. Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) which are cited by ordering offices shall be responded to promptly by the contractor.

GLOSSARY APPLICABLE TO PURCHASE AND MAINTENANCE

SPECIAL ITEM 132-6

GLOSSARY

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

1. DATA PROCESSING SYSTEM AND/OR SUBSYSTEM — The total complement of individual machines which are acquired to operate as an integrated group.

2. EQUIPMENT — An all-inclusive term which refers either to individual machines or to a complete data processing system or subsystem.

3. EQUIPMENT FAILURE – A malfunction in the equipment, excluding all external factors, which prevents the accomplishment of a job.

4. INSTALLATION DATE — The date by which the contractor must have the ordered equipment ready for use by the Government.

5. MACHINE — An individual unit including special features installed thereon of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory modules, a tape unit, or card reader, etc.

6. MECHANICAL REPLACEMENT – The replacement of one machine part for another occasioned by the mechanical condition of the part being replaced.

7. OPERATIONAL USE TIME — That time during which equipment is in actual operation and is not synonymous with power-on time.

8. MAINTENANCE DIAGNOSTIC ROUTINES — The software programs used to test the components of the system collectively and individually for proper functioning and reliability during preventive and remedial maintenance system audit or problems definition.

9. SYSTEM AUDIT — The testing of an installed configuration with a set of maintenance diagnostic routines and physical inspection to ascertain operating condition. This is usually employed prior to acceptance testing to certify that the system/component is performing at or above the minimum design capabilities, or to document system condition prior to a change in maintenance source.

10. SUBSTITUTIONS – Any equipment acquired to replace similar or identical equipment which is part of a system or subsystem, whether or not the substitution(s) is obtained from or manufactured by the original supplier of the system or subsystem.

11. ADDITIONS – Any equipment which is acquired to augment or enhance a system or subsystem whether or not obtained from or manufactured by the original supplier of the system or subsystem.

SECTION I

GENERAL TERMS AND CONDITIONS APPLICABLE TO PURCHASE (132-6), REPAIR SERVICE (132-15), AND REPAIR PARTS (132-16)

GENERAL PURPOSE AUTOMATIC DATA PROCESSING EQUIPMENT, SOFTWARE AND PUNCHED CARD EQUIPMENT

(Including Word Processing Equipment and Data Acquisition Systems Formerly Under FSC Groups 74, Part I and 66 Part IIK)

The following Terms and Conditions are applicable to all Special Item Numbers:

1. LONG TERM SUPPORT COMMITMENTS

a. General

Infotek Systems guarantees the availability of long term support for all equipment listed herein, in accordance with the following:

Each type and/or model number included in the equipment listing portion of this Authorized ADP Schedule Contract Price List clearly indicates whether it is currently "in production" or whether it is no longer produced and is therefore "out-of-production". All changes in production status shall be made by contract amendment. Infotek Systems agrees to provide the Government the maximum possible advance notice of changes in production status. The effective date for a change in production status shall be the date specified by the contractor, or the date of receipt of the contract amendment by GSA, whichever is later. Such effective date shall be included in each amendment prior to distribution to ordering activities.

(1) Current, In-Production Equipment

Infotek Systems hereby commits to support each "in-production" type and/or model listed herein for a minimum of six years from the date as specified above. Support shall include hourly rates for repair services and repair/spare parts.

- (2) Infotek Systems guarantees that support will be available for all "out-of-production" type and/or model numbers listed herein for a minimum of four (4) years from the effective date of this contract, unless an earlier date is shown in the column entitled Support Expiration Date.
- 2. GEOGRAPHIC SCOPE OF CONTRACT. The geographic scope of this contract is the 48 contiguous State, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and such other overseas locations as listed herein.

3. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.

- a. Any written commitment by the contractor within the scope of this contract shall be binding upon the contractor whether or not incorporated into a purchase order. Failure of the contractor to fulfill any such commitment shall render the contractor liable for liquidated or other damages due the Government under the terms of this contract.
- b. For the purpose of this contract a commitment by a contractor includes (1) prices and options committed to remain in force over a specified period(s) of time (provided that in any fiscal year covered by the commitment the Government may, at its option order the equipment, repair service, and repair parts under the contractor's ADP Schedule contract for that fiscal year. Such order shall not operate as a waiver of the original commitment for any subsequent fiscal year), (2) any warranty or representation made by the contractor in a proposal as to hardware performance, total systems performance, any other physical, design or functional characteristics of a machine, or system, (3) any warranty or representation made by a contractor concerning the characteristics or items described in (23) above made in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal, (4) any modification of or affirmation or representation as to the above which is made by a contractor in or during the course of negotiations whether or not incorporated into a formal amendment to the proposal in question,

and (5) any representation by a contractor in a proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this contract.

- c. When orders are accepted which include commitments as to prices, options, etc., to endure beyond the period specified on the face of this contract, the contractor agrees to either amend the contract accordingly or to provide the Contracting Officer with a copy of the order, within ten (10) calendar days of acceptance by the contractor.
- 4. OVERSEAS INSTALLATIONS. The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the price list outside the 48 contiguous States and the District of Columbia except for the following modifications:
 - a. In place of an Installation Date for Equipment, a shipping date shall be specified on the order. Liquidated Damages in accordance with Paragraph 2, Purchase (132-6) based on noncompliance for installation of equipment applicable to an Installation Date shall be applicable to the Shipping Date.
 - b. The Government agrees to have the site prepared in accordance with the contractor's written site specifications before the Shipping Date (Purchase).
 - c. The contractor agrees to install promptly all equipment ready for use. In the event that equipment is not installed within thirty (30) calendar days after it reaches the Government installation, Liquidated Damages in accordance with Paragraph 2, Purchase (132-6) shall apply begining on the 31st day.
 - d. Subject to the provisions of Paragraph 3, an installation date for Purchase (132-6) shall be established as the first workday following the day on which the equipment is installed and certified ready for use.
 - e. Upon request of the contractor, the Government, on a reimbursable basis, may provide logistics support, as available, in overseas areas in accordance with all applicable Government regulations, to the contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract. (Purchase)
 - f. The contractor shall not modify equipment so that it will operate on 50 or 60 cycle current; without additional charge.
 - g. The contractor agrees to accept orders for repair of equipment except for the following additions and modifications: NONE

5. INVOICES AND PAYMENTS.

- a. Purchase (132-6). Invoices for purchase shall be submitted by the contractor after acceptance of the equipment by the Government. Payments will be due upon receipt of invoice. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- b. Repair (132-15) and Repair Parts (132-16). Invoices for repair service shall be submitted by the contractor as soon as possible after completion of the work. Payment under blanket purchase orders will be made quarterly or monthly except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice and shall be priced in accordance with the terms and conditions relating to purchase of parts. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

SECTION II

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE AUTOMATIC DATA PROCESSING EQUIPMENT

(Including Word Processing Equipment and Data Acquisition Systems Formerly Under FSC Groups 74, Part I and 66 Part IIK)

SPECIAL ITEM 132-6

1. GENERAL.

a. Installation and Delivery Dates. (1) Equipment (Hardware).

- (a) The contractor shall install new equipment, ready for use, before an installation date (day, month, year) agreed to by the contractor and the Government in writing. At the time of such agreement the contractor shall also specify a period of time within which the order must be received by the contractor and beyond which the agreed to installation date will no longer be binding. In the event the purchase order is received after the period of time provided for that purpose and the contractor refuses to accept the order, a new agreed to installation date and purchase order receipt date may be established.
- (b) The agreed to installation date shall be written into an order and forwarded to the contractor by certified mail.
- (c) Any changes by the Government to an order, or any part thereof, may require the establishment of a new and/or additional mutually agreed to installation date. The Government may delay the installation date by notifying the contractor at least thirty (30) calendar days before the installation date previously established.
- (d) The equipment shall be considered ready for use when the Government agrees that the equipment is ready to begin the acceptance test. The diagnostics used for this purpose shall be those provided under Paragraph 1a(2)(a) below.
- (e) If the equipment is certified to be ready for use on a day prior to the installation date, the Government, at its option, may elect to use the equipment and change the installation date accordingly. In this event, the order shall be so amended by the Government.
- (f) The Government agrees to have the site prepared in accordance with the contractor's written site specifications thirty (30) calendar days before the installation date.
- (g) The Government shall provide the contractor access to the site for the purpose of installing the equipment prior to the installation date. The contractor shall specify in writing the time required to install the equipment.

(2) Programming Aids (Software).

- (a) The contractor shall provide programming aids, including programs, routines, subroutines, and related items, which it has announced for general use with the type of equipment ordered, without additional charge on a delivery date agreed to by the contractor and the Government in writing. At the time of such agreement the contractor shall also specify a period of time within which the order must be received by the contractor and beyond which the agreed to date of delivery will no longer be binding. In the event the purchase order is received after the period of time provided for that purpose and contractor refuses to accept the order, a new agreed to delivery date and purchase order receipt date may be established. The programming aids shall perform in accordance with the contractor's technical specifications and data requirements and in conformity with specific written commitments which may have been made. The programming aids required and the date of delivery shall be written into the same purchase order with the hardware. These terms shall apply to any other programs which the contractor has agreed to develop and deliver.
- (b) When any equipment listed herein operates (totally or partially) on software which is furnished by (or available from) another equipment supplier, the contractor is not responsible for obtaining, and warrants that he has not obtained, all necessary permissions,

licenses, etc., to permit the Government to use such software obtained (or obtainable) from the supplier of the other equipment. Additionally, all such equipment is, when attached to or used in conjunction with other equipment, is not warranted against interference with standard maintenance procedures and routines for the other equipment.

- (c) For machines or subsystems listed herein, which are designed and/or sold by the contractor for use on or with equipment which was acquired (or is to be acquired) from other suppliers, the contractor shall not deliver, on or before the agreed upon installation date for equipment ordered hereunder, all necessary software (Programs, Programming Aids, Maintenance Diagnostics, Routines, etc.) to permit the Government to efficiently and productively use the equipment ordered hereunder for the purpose(s) for which it was acquired (e.g. on or with the equipment for which it was designed and/or sold.)
- (d) Any changes by the Government to an order or any part thereof may require the establishment of a new and/or additional agreed to delivery date. The Government may delay the delivery date by notifying the contractor at least thirty (30) calendar days before the delivery date previously established.
- (3) Nothing in this Paragraph 1 shall be construed so as to relieve the contractor from any commitment concerning installation and delivery dates which is made in a proposal.
- **2. LIQUIDATED DAMAGES.** (Note: In addition, when applicable, the default provisions prescribed in Standard Form 32 shall also apply).

a. Equipment.

- (1) If the contractor does not install all the equipment (designated by the contractor's type and model numbers) including the special features and accessories included on the same order with the equipment, ready for use as defined in Paragraph 1a(1)(d), before the installation date, the contractor shall pay to the Government, as fixed and agreed liquidated damages for each machine whether or not installed, for each calendar day's delay beginning with the installation date, but not for more than 180 calendar days, 1/30th of the basic monthly rental and maintenance charges or 1/1000th of the purchase price of all equipment listed on the order, whichever is greater.
- (2) If some, but not all of the machines on an order are installed, ready for use during a period of time when liquidated damages are applicable and the Government uses any such installed machines, liquidated damages shall not accrue against the machines used for any calendar day the machines are used.
- (3) If the delay is more than thirty (30) calendar days than the written notice to the contractor, the Government may terminate the right of the contractor to install, and may obtain substitute equipment. In this event, the contractor shall be liable for liquidated damages until substitute equipment is installed ready for use, or for 180 calendar days from the installation date, whichever occurs first.
- (4) If the Government is unable to use the equipment because the contractor failed to furnish the programming aids on or before the delivery date or furnished programming aids which do not perform in accordance with Paragraph 1a(2)(a), beginning with the installation date liquidated damages as specified in Paragraph 2a(1) shall apply in addition to the liquidated damages as specified in Paragraph 2b(1).

b. Exception.

Except with respect to defaults of subcontractors, the contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the control and without the fault or negligence of the contractor. If the causes beyond the control of both the contractor and the subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule.

3. STANDARD OF PERFORMANCE AND ACCEPTANCE OF EQUIPMENT.

NOTE: This Paragraph 3 shall not apply when the **Purchase Price** of the item or system is less than \$10,000.

- a. This Paragraph 3 establishes a standard of performance which must be met before any equipment listed on a purchase order is accepted by the Government. This also includes replacement, substitute machines and machines which are added, or field modified, after a system has completed a successful performance period.
- b. The performance period shall begin on the installation date and shall end when the equipment

has met the standard of performance for a period of thirty (30) consecutive calendar days by operating in conformance with the contractors technical specifications or as quoted in any proposal at an effectiveness level of 95% or more.

- c. In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive calendar days the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of thirty (30) consecutive calendar days.
- d. If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, the Government may at its option request a replacement or terminate the order in accordance with the provisions of Paragraph 11 entitled "Default", Standard Form 32, incorporated by reference.
- e. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure downtime.
- f. The effectiveness level for an added, field modified, substitute, or replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure of the machine being tested and therefore the hours prescribed in Paragraph 3-m are not applicable.
- g. Operational use time for performance testing for a system is defined as the accumulated time during which the Central Processing Unit is in actual operation including any interval of time between the start and stop of the Central Processing Unit.
- h. Operational use time for performance testing for a machine added, field modified, substitute or replacement machine is defined as the accumulated time during which the machine is in actual use.
- i. System failure downtime is that period of time when any machine in the system is inoperable due to equipment failure.
- j. During a period of system downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will not be considered down during such periods of use.
- k. Machine failure downtime for added, field modified, substitute, or replacement machines after the system has completed a successful performance period is that period of time when such machines are inoperable due to their failure.
- I. Downtime for each incident shall start from the time the Government makes a bona fide attempt to contact the contractor's designated representative at the prearranged contact point until the system or machine(s) is returned to the Government in proper operating condition, exclusive of actual travel time required by the contractor's maintenance personnel but not in excess of one hour on the day such services were requested.
- m.During the performance period for a system a minimum of 100 hours of operational use time with productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level the actual number of operational use hours shall be used when in excess of the minimum of 100 hours.
- n. The Government shall maintain appropriate daily records to satisfy the requirements of this Paragraph 3 and shall notify the contractor in writing of the date of the first day of the successful performance period.
- o. Equipment shall not be accepted and no charges shall be paid until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.

p. Operational use time and downtime shall be measured in hours and whole minutes.



such delay shall not exceed thirty (30) consecutive calendar days; therefore, the performance period must start not later than the 31st day after the installation date.

4. GUARANTEE.

- a. The contractor will furnish at the contractor's plant maintenance and parts for the period specified in Appendix A beginning on the first day of acceptance.
- b. All Infotek Systems products are repaired by module replacement. Replaced modules become the property of Infotek Systems.
- c. Prior to the expiration of the guarantee period, whenever equipment is shipped for mechanical replacement purposes, the contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage and insurance. This guarantee shall apply to the replacement machine beginning on the first day of its acceptance.

5. TRAINING AND TECHNICAL SERVICES.

- **a. Training.** The contractor, with additional charge to the Government, shall train an adequate number of operating and programming personnel, including the initial staff and replacements, at the contractor's training location, or if mutually agreed to, at a Government location.
- **b.** Technical Services. The contractor's technical personnel shall be available to assist the Government in implementation, review and improvement of existing data processing systems and in development and implementation of new systems involving the contractor's equipment.

6. SITE PREPARATION.

- a. Site preparation specifications shall be furnished in writing by the contractor as part of the equipment proposal. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.
- b. The Government shall prepare the site at its own expense in accordance with the specifications furnished by the contractor.
- c. The contractor shall inspect the site. The contractor shall report to the Government in writing the dates of the inspections, any rejections, the reasons therefor, and the final inspection and acceptance.
- d. Any alterations or modifications in site preparation which are attributable to incomplete or erroneous specifications provided by the contractor which would involve additional expense to the Government shall be made at the expense of the contractor.
- e. Any such site alterations or modifications as specified in subparagraph d. above which cause a delay in the installation date will also result in liquidated damages for equipment as specified under Paragraph 2 of this Special Item.

7. TRANSPORTATION AND INSTALLATION OF EQUIPMENT.

a. Transportation.

(1) F.O.B. Origin

- (a) Shipment for all products in Appendix A to the installation site shall be made at Government expense by padded van or air freight either on a Government Bill of Lading or a Commercial Bill of Lading for conversion to a Government Bill of Lading at destination, or the contractor shall prepay transportation charges and invoice such charges for payment by the Government.
- (b) Authorization for the method of tranportation shall be furnished to the contractor prior to shipment.
- (c) Transportation charges for the shipment of empty packing cases shall be paid by the government.

(d) The Government shall pay all rigging and drayage costs incurred in delivering the equipment to the Government's location except that the contractor shall pay all rigging and drayage costs when the equipment is moved for mechanical replacement purposes.

b. Installation.

- (1) The Government shall furnish such labor as may be necessary for unpacking and placement of equipment at the Government site.
- (2) Supervision of unpacking and placement of equipment shall be furnished by the contractor without charge to the Government.
- 8. RISK OF LOSS OR DAMAGE. The Government is relieved from all risks of loss or damage to the equipment prior to the first day of the successful performance period, except when loss or damage is due to the fault or negligence of the Government.
- 9. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS AND/OR DAMAGE TO PROPERTY. The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the Government, employees of the Government, persons designated by the Government for training, and other person(s) designated by the Government for any purpose, other than agents or employees of the contractor, prior to or subsequent to acceptance, delivery, installation and use of the equipment either at the contractor's site or at the Government place of business provided that the injury or damage was caused by the fault or negligence of the contractor's equipment.
- **10. PURCHASE PRICE FOR ORDERED EQUIPMENT.** The purchase price that the Government will be charged will be the price in effect at the time of order placement or the purchase price that is in effect on the installation date (or delivery date when installation is not applicable), whichever is the lesser.
- 11. NON-AVAILABILITY OF SCHEMATIC DIAGRAMS AND TECHNICAL DATA. In addition to the diagnostic routines provided under Paragraph 1a(2)(a), the contractor shall not provide the schematic diagrams and any other technical data which are required for the proper maintenance of the equipment purchased by the Government.
- **12. WARRANTY.** Whenever there are items such as memory, tape drives, disk drives, controllers, printers, etc., which are indicated by the contractor to be interchangeable or compatible with specified types and models of a named computer manufacturer, the contractor warrants the following:
 - a. That each of the units specified Appendix A is plug-to-plug compatible with the type and model equipment listed thereto.
 - b. That each unit is compatible in all respects with the Manufacturer units, systems, and programs for which it is specified.
 - c. That each unit will perform operating functions in a manner equal to or better than the (Manufacturer) unit of the type and model with which it is compatible.
 - (1) No warranty set forth above will apply to any unit if any person other than the contractor's service engineer (or other person authorized by the contractor), without the contractor's consent, shall modify, adjust or repair such unit or perform any maintenance service other than routine cleaning.
 - (2) No warranty set forth above will apply to any unit if the Government fails to follow the routine cleaning procedures set forth in writing by the contractor.



SECTION III

TERMS AND CONDITIONS APPLICABLE TO REPAIR SERVICE (SPECIAL ITEM 132-15) AND REPAIR PARTS (SPECIAL ITEM 132-16) FOR ALL ITEMS WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE PROVISION

1. SERVICE AREAS.

- a. The terms, prices and hourly charges stated in Special Item Numbers 132-15 and 132-16 apply exclusively to equipment types/models listed in this ADP Schedule contract. Procurements of either repair parts or repair services for other types/models of equipment are not authorized under this contract.
- b. The contractor, whenever possible, will arrange to have replacement equipment delivered to the agency requesting service within three (3) business days of notification.
- c. Inspection and repair services are to be performed at the contractor's plants:

Geographic Scope of Contract Infotek Systems 1400 North Baxter Street Anaheim, California 92806 Phone: (714) 956-9300 TLX: 182283 Overseas Installations Infax GmbH 6236 Eschborn 1 Frankfurter Allee 6-8 Frankfurt, West Germany Phone: 06196-48720 TLX: 841-418310

- 2. ORDER. Agencies may use blanket purchase orders, individual purchase orders, or small order procedures for ordering repair service under this contract. Blanket purchase orders shall not extend beyond the end of the contract period.
- 3. LOSS OR DAMAGE. When the Government returns equipment to the contractor's establishment for repairs, the contractor shall be responsible for any damage or loss from the time the equipment is received from the Government installation until it is returned to such installation.

4. RESPONSIBILITIES OF THE CONTRACTOR.

- a. The contractor shall always be responsive to the Government's repair service needs. The contractor shall perform all repair services which are ordered by the Government during the contract term.
- b. The contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required.
- c. Only new standard parts shall be used in effecting repairs. Parts which have been replaced shall remain the property of the Government except when the Government concludes that an appropriate allowance is obtainable for such defective part.
- d. Repair service shall include the furnishing of such items of equipment as may be necessary to the repair of the equipment being serviced.
- e. Guarantee. All repair work will be unconditionally guaranteed for a period of ninety (90) calendar days, except when failure is due to the fault or negligence of the Government.

5. REPAIR RATE PROVISIONS.

a. **Charges.** Charges for repair service will include the labor charge computed at the rates set forth below, for the time during which repairmen are actually engaged in work or the applicable minimum charge.

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For research and education purposes only.

b. Travel or Transportation.

- When equipment is returned to the contractor's shop for adjustments or repairs which are not covered by the guarantee provisions, the cost of transportation, packing, etc., from the Government location to the contractor's shop shall be borne by the Government. The cost of transportation, packing, etc., for return of the equipment from the contractors shop to the Government location shall be borne by the Government.
- 2. The Government will not return defective equipment to the contractor for adjustments and repairs or replacement without his prior consultation and instruction.

c. Labor Rates.

1. **Regular Hours.** The repair service rates listed below apply to work performed during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location; however, there shall be no additional charge for work which was occasioned, or requested during "Regular Hours",

2. Labor Rates for Service Calls

Location	Minimum Charge*	Regular Rate per Hour**
Contractor's Shop	1	\$55.00

*Minimum charges include 1 full hour on the job.

**Fractional hours, at the end of the job, will be pro-rated to the nearest quarter hour.

SECTION IV

TERMS AND CONDITIONS APPLICABLE TO REPAIR PARTS (SPECIAL ITEM 132-16) FOR GENERAL PURPOSE DATA PROCESSING EQUIPMENT WHEN REQUIRED PARTS ARE NOT COVERED BY GUARANTEE PROVISION

- 1. PRICES. All parts, furnished as spares or as repair parts in connection with repair of equipment, shall be new standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices as indicated in the contractor's price list dated November, 1979 at a discount of 5% from such listed prices.
- 2. GUARANTEE. All parts, furnished either as spares or repair parts in connection with repair of equipment, will be unconditionally guaranteed for a period of ninety (90) calendar days, except when failure is due to the fault or negligence of the Government.
- 3. Purchases under this Special Item Number 132-16 are to be exclusively for spare or repair parts for equipment types/models covered by this ADP Schedule contract; other spare or repair parts purchases are not authorized from this contract.

APPENDIX A

All of the equipment listed in this Appendix is currently in production.

INFOTEK SYSTEMS PRICE LIST

November 1, 1979

DESCRIPTION	PRODUCT NUMBER	132-6 PURCHASE PRICE	WARRANTY
PROCESSOR			
 Fast Processor (see note 1) 16,096 total bytes 32,192 total bytes MP-30 Mass Memory Interface Processor (required for use with the 9880A/B) 	FP-30 Opt. 01 Opt. 02 Opt. 04	\$4,300.00 1,300.00 2,600.00 950.00	1 Year 1 Year 1 Year 1 Year
 RX-30 ROM Expander (see note 2) MX-30 64,384 total bytes (see note 4 & 5) Compiler ROM set	Opt. 05 Opt. 100 Opt. 110	2,850.00 4,975.00 1,650.00	1 Year 1 Year 1 Year
\Box ROM Expander (see notes 2 and 3)	RX-30	3,850.00	1 Year
MEMORY			
 Extended Memory for 9830A/B – 16,096 bytes 32,192 total bytes 	EM-30B Opt. 01	2,250.00 1,300.00	1 Year 1 Year
□ Additional 16K bytes of memory for EM-30B (Same as Opt. 01 on EM-30B)	AM-30	1,300.00	1 Year
 □ HP-4K byte memory board □ HP-8K byte memory board □ HP-8K byte memory board (HP Part #11281A) 	HP-2K HP-4K	700.00 1,400.00	1 Year 1 Year
□ HP-16K byte memory board	HP-8K	2,400.00	1 Year
 Additional memory for 9825 – 8,192 bytes 16,384 Total bytes 31,420 Total bytes 	EM-25 Opt. 01 Opt. 02	700.00 600.00 1,000.00	1 Year 1 Year 1 Year
 Additional memory for 9831 – 8,192 bytes 16,384 total bytes 31,420 total bytes 	EM-31 Opt. 01 Opt. 02	700.00 600.00 1,000.00	1 Year 1 Year 1 Year
ROMS			
 Fast Basic I. Fast Basic II (requires FBI) Fast Basic III. Fast Basic IV. Typewriter Compiled Program Execution	FB-I FB-II* FB-III FB-IV TR-I CPE	575.00 575.00 575.00 575.00 575.00 575.00	1 Year 1 Year 1 Year 1 Year 1 Year 1 Year
□ Mass Memory II (requires 32K bytes)	MM-II	575.00	1 Year
\Box FP-30 and MX Compatible ROMS (see note 5) \ldots		450.00	1 Year

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November 1, 1979

ROM	Prod. No.	ROM	Prod. No.	ROM	Prod. No.
Matrix* Plotter* Extended I/O* Mass Memory Strings*	FP-70 FP-71 FP-72 FP-73 FP-74	Terminal 1 Batch Basic AP1* Printer Control APII*	FP/MX-77 FP/MX-78 FP-79 FP/MX-83 FP-89	Data Com I Data Com II Data Com III	FP/MX-96 FP/MX-97 FP/MX-98
INTERNAL CONF EXTERNAL CONF INTEGRATED INT	FIGURATION:	Specify-1 Specify-2 Specify-3			
*Included on RX	and MX optio	ns			
INTERFACES					
8-bit parallel 10K byte/sec I/O board (replaces HP-11202A board) (requires FBI & FBIII for 10K byte/sec speed)		FI-30	425.00	1 Year	
		Cable	Opt. 01	150.00	1 Year
🗆 Serial Interface	□ Serial Interface 9600 Baud (RS-232C)		RS-30	750.00	1 Year
PERIPHERALS					
 □ 50 Hz Oper □ Forms Trac □ For use wit □ For use wit □ For use wit □ Typewriter □ 2,000 Byte 	ation btor h 9825 h 9831 h 9845 ROM Buffer		CP-30 Opt. 02 Opt. 03 Opt. 025 Opt. 031 Opt. 045 Opt. 100 Opt. 202 Opt. 214	$\begin{array}{r} 3,900.00\\ 200.00\\ 300.00\\ 200.00\\ 200.00\\ 200.00\\ 575.00\\ 550.00\\ 1,300.00\end{array}$	90 Days 90 Days 90 Days 90 Days 90 Days 90 Days 90 Days 90 Days 90 Days
Time Clock		TC-30	775.00	1 Year	
 Real Time Clock (with 32 keystroke buffer) Internal Display External Display 1,024 Keystroke Buffer 		RT-30 Opt. 101 Opt. 102 Opt. 124	1,300.00 375.00 375.00 250.00	1 Year 1 Year 1 Year 1 year	
DISK SYSTEMS					
🗆 I/O Return.		t 03)	FD-30A Opt. 01	3,750.00 250.00	90 Days 90 Days
□ 50 Hz Oper □ 45-65 Hz Op □ Slave Drive	ation	· · · · · · · · · · · · · · · · · · ·	Opt. 02 Opt. 02B Opt. 03	200.00 375.00 475.00	90 Days 90 Days 90 Days
🛛 Hardware 🛛	Duplicate/Veri	fy	Opt. 04 Opt. 21	325.00 N/C	90 Days 90 Days
	□ Slave Drive Port for FD-30A		FD-33A	625.00	90 Days
(Factory or Service Depot Retrofit only)		Opt. 04	375.00	90 Days	

APPENDIX A

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INFOTEK SYSTEMS PRICE LIST

November 1, 1979

 □ Slave Drive. □ 50 Hz Operation □ 45-65 Hz Operation 	FD-30S	1,925.00	90 Days
	Opt. 02	200.00	90 Days
	Opt. 02B	375.00	90 Days
 Multiple Mass Memory System. 50 Hz Operation Hardware Duplicate/Verify Total 2 Drives. Total 3 Drives. (includes Power Supply for 3rd and 4th drive) Total 4 Drives. 	FD-30M	4,450.00	90 Days
	Opt. 02	200.00	90 Days
	Opt. 04	325.00	90 Days
	Opt. 200	1,325.00	90 Days
	Opt. 300	3,125.00	90 Days
	Opt. 400	4,425.00	90 Days
 Hardware Duplicate/Verify for FD-30M (Factory or Service Depot Retrofit only) 	FD-34M	550.00	90 Days
 Multiple Mass Memory Slave Drive System. 50 Hz Operation Total 2 Drives. Total 3 Drives. (includes Power Supply for 3rd drive) Total 4 Drives. (includes Power Supply for 3rd & 4th drives) 	FD-30SM	2,225.00	90 Days
	Opt. 02	200.00	90 Days
	Opt. 200	1,325.00	90 Days
	Opt. 300	3,125.00	90 Days
	Opt. 400	4,425.00	90 Days
 Field Installed Add-on Drive for FD-30M/FD-30SM Add-on Drive No. 2 Add-on Drive No. 3 (includes Power supply for 3rd & 4th Drives) Add-on Drive No. 4 	FD-30FM Opt. 200 Opt. 300 Opt. 400	1,325.00 1,800.00 1,325.00	90 Days 90 Days 90 Days

NOTE 1: The FP-30 is not compatible with HP Memory or ROMs. Functionally compatible ROMs must be purchased or exchanged (see ROMs).

NOTE 2: The RX-30 includes the functions of the Matrix, Extended I/O, Strings, Plotter, API, and APII ROMs. The RX-30 must be used in conjunction with the FP-30.

NOTE 3: A credit of \$1,000 will be issued upon return of the FP-30 Basic ROM board to Infotek within 30 days after receipt of RX-30 and the board is functional.

NOTE 4: A credit of \$2,250.00 will be issued upon return of the FP-30 System, provided that it is functional and is returned to Infotek within 30 days after receipt of the MX-30.

NOTE 5: All FP or MX ROMs will be invoiced at \$450.00. A credit of \$450.00 will be issued for any Infotek ROMs exchanged for an MX ROM which is returned to Infotek within 30 days after receipt of the FP-30. Manuals will not be provided for the FP-30 or MX-30 compatible ROMs as there are no syntactic differences.

WARRANTY: All Infotek Systems products are warranted against defects in materials and workmanship. The period of coverage is specified in the Operating and Service Manuals provided with each product. Infotek Systems will repair or replace, at its option, products which prove to be defective during the warranty period.

APPENDIX B

INFOTEK DOMESTIC REPRESENTATIVES

February 1, 1980

ADVANCED DIGITAL GROUP

12062 Valley View Street Garden Grove, CA 92645

Mr. Dennis Jeffers

(714) 892-2583

Territory: Riverside, & San Bernardino Counties and Los Angeles County East of 605 Fwy.

ADVANCED DIGITAL GROUP 12062 Valley View Street Garden Grove, CA 92645

Mr. Larry Baldy (714) 897-0319

Territory: Orange County

ADVANCED DIGITAL GROUP 12062 Valley View Street Garden Grove, CA 92645

Mr. Al Carey (213) 598-9645

Territory: Los Angeles County West of 605 Fwy.

ADVANCED DIGITAL GROUP

12062 Valley View Street Garden Grove, CA 92645

Mr. Robert Stratton (805) 252-6073

Territory: Santa Barbara, San Luis Obispo, Kern, & Ventura Counties and Edwards AFB & China Lake

ASHBY ASSOCIATES, INC.

4130 Linden Ave., Suite 155 Dayton, OH 45432

Mr. Griff Ashby	Mr. Thad Murphy
Mr. Verlin Aver	(513) 252-5627
Mr. Rick Carnal	Mr. Herb Kramer
Mr. Arnold Clark	(216) 461-0826

Territory: Indiana, Kentucky, Ohio, West Virginia, Western Pennsylvania up to and excluding the counties of Potter, Clinton, Centre, Huntington & Fulton

J. CAMERON ASSOCIATES, INC. One Grove St. Pittsford, NY 14534 Mr. Joe Cameron Mr. Marc Athorne Mr. Tom Hood **Mr. Ron Waeghe** (716) 385-1681

Territory: Upstate New York, excluding counties of Sullivan, Ulster, Dutchess, Orange, Putnam, Rockland and Westchester.

DATA AIDS ASSOCIATES 2880 LBJ Freeway

Suite 220 Dallas, TX 75234

Mr. Dwain Countrymen

(214) 620-1551,-1552 TWX: 910-860-5559

Territory: No. Texas, Arkansas, Oklahoma

DATA AIDS ASSOCIATES

1440 No. Loop, Suite 195 Houston, TX 77009

Mr. Foster Ramsey

Mr. Bob Crum (713) 862-6685,-6686 TWX: 910-881-5099

Territory: So. Texas, Louisiana, excluding the county of El Paso, Texas

HOPKINS ASSOCIATES, INC. P.O. Box 829

Bryn Mawr, PA 19010

Mr. Jack Hopkins

Mr. Joel Pratt (215) 527-1127 TWX: 510-662-3794

Territory: Southern New Jersey including Mercer & Monmouth Counties, Eastern Pennsylvania including the Counties of Potter, Clinton,. Centre, Huntington & Fulton, and the state of Delaware

JOHN HOPKINS ASSOC., INC.

4520 Starr Jordan Dr. Annadale, VA 22003

Mr. John Hopkins

(703) 323-1641

Territory: District of Columbia, Maryland, and Virginia west to and excluding the counties of Craig, Botetour, Bedford, Campbell, Halifax.

APPENDIX B

INFOTEK DOMESTIC REPRESENTATIVES

February 1, 1980

MDG

P.O. Box 4539 Boulder, CO 80306

Mr. Howard Weissman (303) 444-2248

Territory: Colorado and Wyoming

MEASUREMENT CONSULTANTS, INC.

1131 Dakota St. S.E. P.O. Box 8362 Albuquerque, NM 87107

Mr. Don Eiler Mr. Paul Cantrell (505) 265-6471

Territory: New Mexico

MEASUREMENT CONSULTANTS, INC. 929K Ridge Dr. P.O. Box 951 Las Cruces, NM 68001

Mr. Paul Cantrell (505) 526-2491

Territory: New Mexico, including the county of El Paso, TX

MEASUREMENT CONSULTANTS, INC.

8621 E. Columbus Ave. P.O. Box 85252 Scottsdale, AZ 85251

Dave Menegay Assoc. – Mr. Dave Menegay (602) 944-9519

Territory: Arizona and Las Vegas, Nevada

MEASUREMENT CONSULTANTS, INC. 444 So. 3rd West Suite 212

Salt Lake City, UT 84101

Mr. Jim McEntire (801) 364-3174

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Territory: Idaho, Montana, Utah

MESA ENGINEERING 7525 Convoy Court San Diago CA 92111

San Diego, CA 92111 Mr. Dana Boyd

(714) 278-8021

Mr. Rich Pietras

Territory: San Diego and Imperial counties

MID-WEST MARKETING

3606 Woodson Rd. St. Johns, MO 63114

Mr. Art Harper Mr. Bob Frazier (314) 426-2500

Territory: Missouri, Kansas, So. Illinois, Nebraska

MILFORD SCIENTIFIC P O Box 400 Milford, MI 48042

Mr. Dick Sellers Mr. Scott Sellers (313) 685-8912

Territory: Michigan

PEN-TECH ASSOCIATES, INC.

Holiday Office Center 3322 Memorial Parkway, S.W. Huntsville, AL 35801

Mr. Dave Coster (205) 881-9298

Territory: Alabama, Florida (Panhandle), Mississippi, Tennessee (Central) & Southern Virginia

PEN-TECH ASSOCIATES, INC. 201 S.E. 15th Terrace, Suite F Deerfield Beach, FL 33441

Mr. Max Gray (305) 421-4989

Territory: Southern Florida

PEN-TECH ASSOCIATES, INC. 1202 Eastchester Dr. High Point, NC 27260

Mr. Hal Koger (919) 883-9125

Territory: North Carolina, Tennessee (Eastern Tip)

APPENDIX B

INFOTEK DOMESTIC REPRESENTATIVES

February 1, 1980

PEN-TECH ASSOCIATES, INC. Cherokee center, Suite 21 627 Cherokee Street

Mr. Tom Laslo (404) 424-1931

Marietta, GA 30060

Territory: Georgia, South Carolina, Tennessee (Western)

PEN-TECH ASSOCIATES, INC.

111 So. Maitland Ave. P.O. Box 1475 Suite 202 Maitland, FL 32751

Mr. Bill Rhoden

(305) 645-3444 TWX: 810-853-5032

Territory: Northern Florida (excluding the Panhandle)

SCIENTIFIC DEVICES – CALIFORNIA 655 West Evelyn Ave.

Mt. View, CA 94041

Mr. Dave Orahood (213) 598-7678 Mr. Bruce Dally Mr. Chuck Bishop Mr. Hector Membreno Mr. Keith Armbruster (415) 964-4230 TWX: 910-379-6949

Territory: Reno, Nevada and Northern California, North of and including Monterey, King, Tulare and Inyo Counties

SCIENTIFIC DEVICES – CONNECTICUT 3074 Witney Ave. Mr. Carmel, CT 06518

Mr. Norm Whitla (203) 248-9361

Territory: Connecticut & Rhode Island

SCIENTIFIC DEVICES – EAST 115 Grand Ave.

Englewood, NJ 07631

Mr. Rick Alexander Mr. Steve Kocsi Mr. Peter McLaughlin Mr. Allan Samuels Mr. Mel Yound Mr. Harry Van Duyne Mr. Ted Basile (201) 871-3916 TWX: 710-991-8720

Territory: Northern New Jersey (down to and excluding the Counties of Mercer and Monmouth) and Southern New York (up to and including the Counties of Sullivan, Ulster and Dutchess.)

SCIENTIFIC DEVICES - MINNESOTA

7032 Willow Creek Drive Eden Prairie, MN 55342

Mr. Joe Gardner

(612) 944-3515

Territory: Iowa, Minnesota, North and South Dakota

SCIENTIFIC DEVICES – NEW ENGLAND 181 West St. Waltham, MA 02154

Mr. Don Hosman Mr. John Sobolewski (617) 890-2252

Territory: Maine, Massachusetts, New Hampshire, Vermont

R. EDWARD STEMM INC.

17 West 480 Lake St. Addison, IL 60101

Mr. R. Edward Stemm Mr. Walt Zaida, V.P. (312) 279-2440

Territory: Northern Illinois & Wisconsin

