



City of Austin, Texas

Price Agreement No.: S050083

Purchasing Office

Date Issued: December 13, 2004

Distribution:

Austin Water Utility
ATTN: Cruz Banda and Brownlee Bowmer
Austin Energy
Attn: Jaime Matute

Distribution, Others

-Procurement Assistant

Contracting Agency:

Purchasing Office

CSN/SCC, Commodity Code No.:

93921, 92045

Commodity/Service:

Software and hardware maintenance and support

Estimated Dollar Value:

Not to Exceed \$155,360.00

Cash Payment Terms:

Net 30

F.O.B. Point:

Destination

Contract Period:

December 1, 2004 – November 30, 2005

Extension Options:

Four (4)

Source, Address, Phone and
Vendor Number:

HEW2339750 1
Hewlett-Packard Co.
8650 SPICEWOOD SPRINGS RD #629
AUSTIN TX 78759
Phone: 512-918-2531

Buyer Name and Signature:

Maureen McKeon, Supervisor
Purchasing Office, (512) 974-2001
Finance & Administrative Services

Date

Reference File
Requisition No(s).
Tracking No(s).
Agenda No:
Agenda Date

S050083
RX 560IS002557
MM05300002
30
12/2/2004



INSTRUCTIONS AND SUPPLEMENTAL PROVISIONS / CLAUSES FOR PRICE AGREEMENT NOTICES

1.0 RELEASE OR ORDERING METHOD:

User department shall use the Purchase Release (PG) (form FIN9059) in releasing against and payment for goods or services covered by this Agreement. Refer to LGFS Procedures Manual, AP-05 for details. When giving a "verbal" release, provide the Supplier the Purchase Release (PG) number and assigned Price Agreement number and request that such numbers be included on his invoice. Also, require supplier to indicate name of user department on all supplier documents.

2.0 INVOICING AND PAYMENT:

Purchase Releases. The Supplier shall furnish the user Department a copy of invoice. The Purchase Release (PG) shall then be processed in accordance with AP-07, Processing Payments forwarded to Accounts Payable within two (2) working days after user receipt of invoice.

3.0 TIMELY DELIVERY:

Orders for delivery shall be placed with the supplier by the user department or Purchasing Office. Supplier shall make delivery of the units or services requested in the time specified in the terms of the contract. If the order for delivery is not met, the user department is to contact the applicable buyer by memorandum for disposition, citing details and forward a copy of the Purchase Release transmitted to the Supplier.

4.0 UNSATISFACTORY PERFORMANCE:

Departments incurring consistent unsatisfactory performance under an Agreement shall notify the appropriate Buyer in writing, outlining all the facts in such cases. Only by such notice can the Buyer remedy unsatisfactory performance.

5.0 MATERIAL DISCREPANCY RESOLUTION AND REPORTING:

The user department by this Notice is hereby delegated responsibility and authority to administer the resolution of significant material discrepancies as may be encountered. Reference Procedure P-8.3, Receiving and Inspecting Materials. Two copies of completed form PSD 5186, Material Discrepancy Report are to be forwarded to the affected Buyer.

6.0 CHANGES TO AGREEMENT:

Any and all changes to this Agreement are subject to review and advance approval of the Purchasing Office prior to any commitments including, but not necessarily limited to the addition of associated equipment, scope of work, increased services, upgrading, exercising of extensions or price changes. The user department shall institute no changes without the prior written approval of the Purchasing Office.

7.0 CONTRACT ADMINISTRATION:

Administration of this contract for the City shall be the responsibility of the Contract Administrator; Purchasing's involvement with the source shall occur only on an exception basis as may become necessary.



The Requisitioner shall be the Contract Administrator unless Purchasing is notified otherwise by the user department.

(If applicable, the Contract Administrator shall establish milestones enabling him to determine if the source is working on schedule.)

All communications between the Contract Administrator and the source shall be in writing with a copy sent to the Purchasing Office.

If substandard performance should occur (or milestones are not met) the source shall be advised in writing to correct the problem; a copy of this communication shall be sent to the Purchasing Office.

Should substandard performance not be corrected within a reasonable amount of time after the source has been made aware of the problem, the Contract Administrator shall withhold payment and advise the Purchasing Office of the situation.