

STANDLEY SYSTEMS LEASE OR PURCHASE TERMS AND CONDITIONS

SPECIAL PROVISIONS- In addition to statewide contract general terms, the following terms apply:

Glossary of Terms

NEW equipment - Any DEVICE assembled for first time use with entirely new components. To clarify, any equipment that is manufactured using any percentage of used, replacement or reprocessed components would not be considered as "new" per this section. New equipment should be delivered with no more than one hundred (100) burn-in impressions on the meter

Contract Term, Renewal and Extension Option

The initial contract period shall begin on the effective date and shall extend through two (2) years unless renewed, extended or terminated in accordance with applicable contract provisions. The Contractor shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Contractor until so notified in writing of the approval of the contract. The Director of Central Purchasing is the only individual who can transmit that approval to the Contractor.

By mutual consent of the parties hereto, it is intended that there will be two (2) options to renew for services, each for duration of one (1) year.

DCS, at its sole option, may choose to exercise an extension for a maximum of 180 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, DCS will notify the Contractor in writing prior to contract end date.

Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by DCS. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

Sub-Contractors

The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this contract.

All payments for products or services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the proposal and shall include the nature of the services to be performed. The agency and the DCS Contracting Officer, reserve the right to approve any and all sub-contractors providing services under this contract.

All sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the agency and the DCS Contracting Officer. No payments will be made to the Contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

Contractor 's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, Vendor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "employment relationship", the State shall not be responsible to Contractor 's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

Confidentiality

Pursuant to O.S. §Title 62 Section 34.12.B. "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to

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confidential information or any information affecting personal security, personal identity, or physical security of State assets.”

The Contractor will maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the Contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

The Contractor shall never turn data or records over to a third-party unless specifically authorized to do so by the State Project Manager. All requests for data or records (whether from other litigants, other State employees, the press, open records or FOIA requests, or subpoenas) shall be referred to the State Project Manager.

HIPAA Privacy Rule

The Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 CFR §§ 160.103 and 164.501).

Unauthorized Obligations

At no time during the performance of this contract shall the Contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Contractor shall cease the project and contact agency for approval prior to proceeding.

Electronic and Information Technology Accessibility

Pursuant to Title 74, section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma information technology accessibility standards issued by the Oklahoma office of State finance.

EIT Standards may be found at

http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html or
http://www.ok.gov/OSF/documents/isd_itas.doc

1) For information technology or communications products, systems and applications not requiring development and/or customization, the Contractor shall provide a description of conformance with the applicable Oklahoma information technology accessibility standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such standards.

2) For information technology or communications products, systems or applications requiring development and/or customization, the Contractor shall provide a description of conformance with the applicable Oklahoma information technology accessibility standards for the proposed product, system, or application developed and/or customized by means of either a voluntary product accessibility template (VPAT) or other comparable document, upon request.

Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State bids, request for proposals, contracts, agreements, purchase orders, and amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma information technology accessibility standards subsequent to providing certification of compliance to such standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards (“Standards”) after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the standards.

Contractor Invoices

The Contractor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation proposing shall be the only office authorized to receive orders, invoice and receive payment. If the Contractor wishes to ship or provide service from a point other than the address listed on the face of the bid, Contractor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

If the Contractor is paid more than 45 days after submitting a proper invoice, the Contractor may be entitled to claim an interest penalty. Contractor may obtain a copy of the regulations.

In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

No advance payment or down payment may be charged on any leased equipment.

The Contractor should issue invoices monthly and submit them no later than the 20th calendar day of the following quarter. Invoices shall be based on a quarterly billing code. In all instances, invoices must be issued to the "Bill To" Address listed on the initial order or to the billing address requested by an individual agency.

Invoices must contain the following minimum information:

- Copier serial number
- State price agreement number
- Installation address
- Bill to address, including Agency name
- Meter readings - both previous month and current month.
- Any and all copy credits
- Total number of copies produced
- Model description & copier category
- Cost breakdown
- Monthly base price and meter readings for the stated time period
- Total cost
- Current purchase order number (When applicable to particular order)

Yearly notices of upcoming renewal must be sent to remittance addresses not installation addresses unless the installation address is specifically requested by an individual agency for renewal notices.

Equal Opportunity and Discrimination

The Vendor is an Equal Opportunity employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The Vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

Price

Vendor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Vendor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Vendor must comply with the section 306 of the clean air act (42 U.S.C. 1857 (I)), section 508 of the clean water act (33 U.S.C. 1638), executive

order 11738, and environmental protection agency regulations (40 C.F.R part 15), which prohibit the use under nonexempt federal contract, grant or loans of facilities included on the EPA list of violating facilities.

Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Department of Central Services, Central Purchasing Division. Leases may not be sold or assigned under this agreement. Violation of this provision constitutes a material breach of the contract.

Licensed Software

Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

Contract

The contract will be for indefinite delivery and indefinite quantity for the products/services awarded.

Offshore Services

No offshore services are provided for under the resulting contract.

Limitation of Liability

Contractor shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Contractor's liability for all programs, including software products owned or distributed by the Contractor, program documentation, and any program updates acquired through technical support shall be limited to the Contractor's warranty.

"Any limitation of liability submitted by the Contractor does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void."

Failure to Provide

The Contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the Contractor's obligations, which may result in cancellation of the contract.

Product Acceptability

Proposals will be considered only on products manufactured or produced for distribution and use in the United States.

Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the Department of Central Services, Central Purchasing Division feels it is warranted to add such technologies, Central Purchasing reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

Prior to the addition of any new models to the installed State fleet, the State may require the Contractor to provide at least one of each new model, including print driver for the purpose of evaluation and testing sixty (60) days prior to the addition of any new devices to the installed fleet. Written approval of the new device evaluation and testing by the State is required before the new device can be included in the installed fleet of devices.

Contractor's scheduling and coordination of all equipment deployments is very critical for the support of the State's print/copy/fax processing. Vendor should provide a description of the process employed to coordinate and manage the delivery and installation of a new device.

Agency Policies

The Contractor's associates must adhere to the agency policies pertaining to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Contractor to review and relate agency policies covering the above to the consulting staff.

Compliance with Technology Policies

If the proposed solution is a web-based application or deals with the information of the State or the public, Contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" which can be found at:

http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

Business Continuity and Disaster Recovery

Contractor will comply with the Office of State Finance minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. Contractor will develop business continuity and disaster recovery plans as stated in the Office of State Finance Core Oklahoma "Information Security Policy, Procedures, and Guidelines," Section 8.0, Business Continuity. Refer to Section B.29 for instructions on retrieving the document. Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans.

Contractor must submit exercise summaries annually or as exercises are conducted to the requesting State agency.

Ownership Rights

Pursuant to 74 O.S. § 85.60.b "except as otherwise provided by section 3206.3 of Title 70 of the Oklahoma statutes and section 1365 of this Title, any patented property or copyrighted material developed by contracts subject to the central purchasing act, shall be the property of the State of Oklahoma under the sole management of the department of central services.

It is understood and agreed that any software is being developed by the Contractor for the sole and exclusive use of the State. Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("utilities"), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

All work performed by Vendor of software and any supporting documentation therefore shall be considered as works for hire (as such are defined under the U.S. copyright laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

Right of Use

The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, Contractor shall bear no liability for any changes the State makes to such software.

Contractor will assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

Source Code Escrow – Reference Title 62 O.S. § 34.31

The Contractor agrees to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

A bona fide material default of the obligations of the Contractor under the agreement with the agency;

An assignment by the Contractor for the benefit of its creditors;

A failure by the Contractor to pay, or an admission by the Contractor of its inability to pay, its debts as they mature;

The filing of a petition in bankruptcy by or against the Contractor when such petition is not dismissed within sixty (60) days of the filing date;

The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Contractor's property;

The inability or unwillingness of the Contractor to provide the maintenance and support services in accordance with the agreement with the State; or

The ceasing of a Contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the Contractor.

The State Purchasing Director or a procurement officer of a State agency not subject to the Oklahoma Central Purchasing act shall not process any State agency request for the customization, modernization, or development of computer software unless the proposed vendor provides documentation that complies with subsections a and b of this section.

The State purchasing director shall provide advice and assistance, as may be required, in order for State agencies to comply with the provisions of this section.

As used in this section:

1. "State agency" shall include all State agencies, whether subject to the central purchasing act or not, except the Oklahoma lottery commission; and
2. "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance. During the warranty period, defects in the products or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by Contractor at no cost or expense to the agency.

Performance and Upgrades after Lease/Purchase

To meet end users' changing needs and requirements, flexibility for adding options during a lease will be allowed. Options leased shall end coterminous with equipment originally leased. Options added after equipment installation will be priced at the originally contracted price, amortized over the remaining term of the lease.

Per Oklahoma statute, Contractor warrants that any upgrades will enhance or is necessary for performance of the State's duties and responsibilities (Title 74 § 85.7c).

Contractor shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If Vendor does not plan recommended or projected system upgrades, the Vendor shall provide documentation in the bid that the Vendor plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

Authorized Users

This is a Mandatory contract for State Agencies. During the term of this contract, any State department, board, commission, agency or institution may utilize this contract. The Oklahoma statutes state that counties, school districts and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the Contractor. For purposes of the operation of this contract, counties, school districts and municipalities shall have the same benefits and responsibilities as a State agency. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privities of contract exists solely between the Contractor and the county, school board or municipality.

COTS Software

In the event that a COTS software provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses will not be binding on the State of Oklahoma, and the provisions of this contract will prevail.

Media Ownership (Disk Drive and/or Memory Chip Ownership)

Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the vendor(s) proposed cost.

Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the vendor to the general public or other entities. Electronic Media Retention by the State for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(s) may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there must be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

Contract Management Fee

As empowered by State Statute §85.33 A & B, the Department of Central Services imposes, and Contractor agrees to pay, a contract management fee in the sum of 1% of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Contractor, to DCS Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period defined below.

The contract management fee check and the Contract Usage Report will be sent to:

Personal or Common Carrier Delivery:
Department of Central Services
Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention Jan Hall

U.S. Postal Delivery:
Department of Central Services
Central Purchasing
PO Box 528803
Oklahoma City, OK 73152-8803
Attention: Jan Hall

Quarterly reporting periods are defined as:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Failure to remit the fee quarterly may result in cancellation of the contract. The Contract Management Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Ordering

Any equipment, supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by State agencies and authorized entities or by the use of Oklahoma's P-card program which is currently with MasterCard. If equipment, supplies and/or services are ordered using the Oklahoma P-Card, it will be accompanied by the approved Oklahoma Contract Order form with the contract quote. No additional documents are to be signed by agency personnel. There is no limit on the number of purchase orders that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order, the approved Contract Order form and this contract, the contract shall have precedence.

Unless otherwise agreed upon in writing on the Purchase Order or Oklahoma Contract Order form, delivery must be within 20-30 calendar days after receipt of order by the Contractor. Delivery to be made to any Agency of the State Government eligible by State Statute and/or authorized to purchase from this contract. Contractor s will maintain adequate inventory in order to meet specified delivery. Equipment delivered must be complete, fully configured, fully operational and the agency staff training completed prior to acceptance of delivery.

The Contractor must deliver, with each and every copier/printer that is installed, a start-up kit containing three (3) months worth of all necessary supplies. The required amount of supplies will be based upon the stated Monthly Copy Volume of the appropriate equipment category. For this purpose, supplies are defined as toner, developer, drums, oil and staples. The exact type of supplies needed would be dependent upon particular model of equipment. Each individual location will place re-orders for copier supplies directly, via phone call, email or fax with the price agreement vendor. The Contractor must deliver or ship the supplies at no charge and with freight pre-paid within 5 working days after receipt of order.

The Contractor will be expected to monitor supply usage in relation to actual copy volume and to report any discrepancies to the DCS Contracting Officer. Should the Contractor be able to fully document and prove that supplies intended for use by a particular piece of equipment have been lost, misused or otherwise diverted; it may invoice the agency for those supplies at the current list price offered in the RFP.

F.O.B. Destination

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the area of installation or other point specified in the Purchase Order or Oklahoma Contract Order form. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract Contractor until accepted by the ordering agency.

Pricing Format

The State has grouped its Copier fleet in several categories based on the speed and color/monochrome capabilities:

- Category 1 (Monochrome – 10 to 19 ppm) – Small Form Factor
- Category 2 (Monochrome – 20 to 29 ppm)
- Category 3a (Monochrome – 30 to 39 ppm)
- Category 3b (Monochrome – 30 to 39 ppm) – Small Form Factor
- Category 4 (Monochrome – 40 to 49 ppm)
- Category 5 (Monochrome – 50 to 59 ppm)
- Category 6 (Monochrome – 60 to 69 ppm)
- Category 7 (Monochrome – 70 to 79 ppm)
- Category 8 (Monochrome – 80+ ppm)
- Category 9 (Monochrome and Color – 10 to 19 color ppm)
- Category 10a (Monochrome and Color – 20 to 29 color ppm)
- Category 10b (Monochrome and Color – 20 to 29 color ppm) – Small Form Factor
- Category 11 (Monochrome and Color – 30 to 39 color ppm)
- Category 12 (Monochrome and Color – 40 to 49 color ppm)
- Category 13 (Monochrome and Color – 50+ color ppm)
- Category 14 Production Level - Color
- Category 15 Production Level - Monochrome 1
- Category 16 Production Level – Monochrome 2

For each category, the State is soliciting responses based on three Pricing Options (see Attachment D).

Pricing Option A (Purchase) – Under this option the State may opt to purchase the machine outright. As laid out in Attachment D, Vendors should respond to this option by filling out the List Price and Net Purchase Price (for the State) for the base model and applicable features and accessories. In addition to that the Vendor should enter a Maintenance Cost Per Copy (CPC) – separately for monochrome and color – to cover maintenance cost, as defined in Section C.20. In addition to providing maintenance on devices purchased under this contract, Vendor shall also provide maintenance on existing equipment for which vendor is certified. The pricing for maintenance on existing equipment will be the same as that being proposed for new devices purchased under this contract.

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Pricing Option B (Lease plus CPC) – Under this option the State may opt to lease the machine for a 24, 36, 48, or 60 month term. As laid out in Attachment D, Vendor should respond to this option by entering the monthly lease amount for the base model and additional amounts for any applicable features and accessories. In addition to that the Vendor should enter a Maintenance Cost Per Copy (CPC) – separately for monochrome and color – to cover maintenance cost, as defined in Section C.20.

Pricing Option C OKDHS Only (All Inclusive CPC) – Under this option the State may opt to lease the machine for a 24, 36, 48, or 60 month term. As laid out in Attachment D, Vendor should respond to this option by entering an All Inclusive Cost per Copy (CPC) – separately for monochrome and color – to cover all costs including maintenance and equipment costs. fixed quarterly lease cost per machine including minimum click counts per machine with cost per click for overages, with an annual reconciliation.

New Equipment

Only NEW equipment, as defined in B.1, should be installed during the initial period of this contract. Any substitution of equipment shall be of equal to or greater capability; should first be approved in writing by the State and offered at the same or less compensation schedule as the original device listed in Attachment D, and should be subject to the downtime performance provisions of this contract.

Other Equipment

This section notwithstanding, the State shall at all times retain the right to install devices from any other company.

Software

In addition to software normally available as an option on the Devices, the State of Oklahoma has standardized on EMC software for imaging of Accounts Payable documents that are submitted to the Office of State Finance. Vendor should describe in their response any capabilities to provide EMC software products and Open Source Interfaces, Integration and Indexing tools.

Handling and Tracking Service Calls (OKDHS Only)

To reduce its out-of-pocket costs under this contract, the OKDHS will provide toll-free OKDHS Help Desk and field networking-related support for all users of equipment installed under this contract. The staff of the OKDHS Help Desk, trained by Contractor's representatives at no additional cost to OKDHS, will determine the nature of the problem and attempt to resolve the issue. If the OKDHS Help Desk is unable to resolve the problem, the call will then be handed over to the Contractor for resolution. See section C.21 for training.

All service calls should be considered open from the time the ticket is assigned to Contractor by the OKDHS Help Desk and Contractor should comply with the response times specified in this proposal for response to service calls.

All service calls, including those resolved by OKDHS Helpdesk staff, should be entered into the Remedy Help Desk Service Call tracking application and be assigned a remedy ticket number. The Remedy System shows when the call was placed, where the hardware is located and who uses it, a report of what the problem seems to be, what is the possible resolution of the problem, and has slots for the call to be assigned to the Contractor for resolution. The core of the OKDHS Help Desk system is the remedy ticket, and remedy tickets should serve as notification to the Contractor that a call has been communicated for resolution. Contractor should perform no work without a remedy ticket number.

OKDHS will use the assigned OKDHS Printer Name (Pnnnnnn) as the identification number for all devices deployed. OKDHS will inventory each device including serial number assigned to each device. Contractor is expected to utilize the OKDHS printer name as the control identification for all service calls.

OKDHS expects the Contractor to have a singular focus on assuring that all service calls are closed in the time frames outlined in this contract. A list of OKDHS locations can be found in the Bidders' Library (Attachment E) To help assure resolution, OKDHS expects the Contractor's service technician to have on hand commonly replaced parts to help resolve service problems in a single site visit. OKDHS also expects the Contractor to have in stock a sufficient inventory of parts to meet the needs of equipment requiring repair. To ensure the interruption to OKDHS business is minimized should a replacement part require an order to be placed, the Contractor may need to have in reserve a

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loaner device that could be installed at the office location to temporarily replace the device requiring the ordered part should the replacement part not arrive as scheduled or not fix the problem.

The OKDHS service expectation is that any device that is out of service for more than nine (9) hours (one [1] business day) be replaced with a loaner device within eighteen (18) hours of the initiation of the remedy ticket assignment to Contractor (9 hours plus 9 hours = 18 hours total).

Example: An assigned REMEDY ticket is placed at 10:00 A.M. on a Tuesday. The service technician is to call the contact person at the local OKDHS office within one (1) hour of the initiation of the assignment to Contractor. The purpose of this call is to allow the service technician the opportunity to determine further what the problem may be and to inform the contact person of the time they anticipate to be on-site to fix the problem. The service technician is to be at the OKDHS office no later than 2:00 P.M. on Tuesday (on-site within four [4] hours after the assignment is placed). In the event the service technician finds that the device will not be fixed on Tuesday, the technician should determine the extent of the repair necessary and either have the device fully repaired and operable or replaced with a loaner device by 10:00 AM on Thursday. Should a loaner device be installed, Contractor may be required to return the original device fully repaired and operable to the approval and satisfaction of OKDHS, or install a new replacement model, within one week of installation of the loaner device, unless OKDHS deems the loaner device to be an acceptable replacement model.

If Contractor fails to meet these requirements, Contractor may be in non-compliance with the contract. OKDHS reserves the right, to impose liquidated damages. Each device not returned to OKDHS after one week of installation of the loaner device may be assessed a penalty of fifty dollars (\$50.00) for each 9 hour work day per device that is not returned and fully operational to service.

The loaner device should be of equal or greater capability as the device it replaces and be approved by OKDHS. OKDHS should not incur any charges pertaining to the installation and removal of any loaner device.

OKDHS expects the Contractor to have continuous and consistent escalation of service calls until they are resolved. The Contractor should document within the OKDHS Remedy System all steps and escalations required to resolve service calls.

OKDHS will provide "floating licenses" of the REMEDY application to the Contractor to be used by its dispatch staff to enter all information about the technicians handling of the problem and its resolution. OKDHS will provide training at OKDHS on the Remedy product to the Contractor's technical staff so its members will know how to use the Remedy fields for response to tickets and to close tickets. This introduction to the Remedy System will be done with the Contractor's technical staff at no cost to either party.

OKDHS will use the REMEDY application to track when calls are opened with the Contractor, what the Contractor has done to resolve the problems, and when the Contractor marks a call as closed in real time, and this tracking will be used as the basis of measuring if the Contractor is meeting the response time and equipment uptime provisions of this contract.

Service Call Response Times

Service calls are of such an important nature that the Contractor should stay in contact with State's local office staff, as designated by the State to keep them informed of the status of open service calls. The timely resolution of all service calls is vital to this contract. The State expects the Contractor to have a singular focus on assuring that all service calls are closed in the time frames outlined in this contract. The State expects the Contractor's service technician to have on hand commonly replaced parts to help resolve service problems in a single site visit.

The State also expects the Contractor to have in stock a sufficient inventory of parts to meet the needs of equipment requiring repair. To ensure the interruption to the State's business is minimized, should a replacement part require an order to be placed, the Contractor may need to have in reserve a loaner device that could be installed at the office location to temporarily replace the device requiring the ordered part should the replacement part not arrive as scheduled or not fix the problem.

All service calls required to meet the specifications of this contract should be provided by Contractor during the State's normal business hours of 8:00 a.m. to 5:00 p.m. (nine (9) hours), Monday through Friday except for any official state

holidays (a list of which will be provided to Contractor), the compensation for which should be included in the pricing schedule identified in Attachment D.

Upon receiving assignment of a service call, the Contractor's technical representative should call the local office contact person reporting the equipment failure within one (1) business hour. For each service call received, Contractor should physically respond on-site to service calls communicated within four (4) business hours. The response time on a service call should be calculated beginning when a staff member assigns a problem to Contractor and ending when the technician appears on-site and begins working on the equipment.

For example, a service call assigned to Contractor at 4:00 P.M. on a given day would require the service technician to call the contact person at the office by 5:00 P.M., and on-site arrival by the technician no later than 11:00 A.M. on the next business day. Response times for equipment installed at facilities operating 24 hours per day should nevertheless be calculated on the workday hour basis listed above. A service call should be considered open until service returns the equipment to normal functionality or a service replacement has been made (this would include the time a loaner device was in place to repair the original device needing repair).

A device should be considered down when any of the device capabilities are inoperative or image quality is deemed to be unacceptable by the State. Should a device fail to perform functions, which may include print from the network, copy documents, collate, staple, send or receive fax documents, or scan documents, this should be considered a situation requiring a service call.

Servicing

In the event the installed equipment employs user-replaceable modules other than toner cartridges/bottles (e.g., fuser, xerographic, developer, drum and/or paper-feeding modules), Contractor should provide those modules at no extra cost and should make servicing representatives available to replace such modules throughout the term of the contract at no additional cost. For the purposes of calculating per-device downtime as per the guidelines of this contract, service calls related to user-replaceable module replacements should be treated the same as standard service calls.

For all equipment installed under this contract, Contractor's servicing responsibility should begin at the RJ45 10/100 connection point on the print controller and the phone line connecting point to the device fax board.

Preventive Maintenance

The Contractor should provide all preventive maintenance required to meet the specifications of this contract, the compensation for which should be included in the pricing schedule identified in Attachment D. The Contractor should schedule such preventive maintenance calls with local contact persons to minimize interruptions. For OKDHS, this shall be done using the Remedy System to assign a ticket for maintenance activity.

Uptime/Unsatisfactory Equipment Performance

Items purchased from this contract are to have a Total Satisfaction Guarantee. Contractor will, without charge, replace equipment if customer is not satisfied, with the same model and the same number of copies or less and the same performance guarantees. If a machine of the same model is not available, Contractor is to replace the machine with a model with features and specifications that meet or exceed those of the machine being replaced for up to three (3) years from equipment acceptance. The same equipment guarantee applies. Any copier requiring excessive service calls will be considered defective.

Replacement equipment provided under this guarantee shall be delivered within ten (10) calendar days. Acceptance by the purchaser of unsatisfactory performance of equipment or service provider shall not waive the requirements of this section, nor satisfactory performance of any obligation remaining to be performed by Contractor.

Each device installed at any agency location under this contract should attain a minimum average of ninety-eight percent (98.0%) uptime each month. 98% uptime equals approximately 191 hours per month. Allowable downtime equals approximately four (4) hours per month. For OKDHS downtime will be calculated using the Remedy system.

Down Time

A device should be considered "down" under the terms of this contract whenever the Contractor is notified by the State agency of an issue. The calculation of down time begins as soon as the Contractor is notified of the issue, and includes but is not limited to, technician response time, lack of parts availability and all technician working time (excluding only working time related to the correction of problems caused by the State's willful negligence or Contractor performing

scheduled preventive maintenance activities as defined in this contract). Down time should be counted against each device's monthly uptime calculation. The Contractor should document all downtime hours for each device installed.

Up Time

Monthly uptime is calculated as follows: the total number of uptime hours per calendar month, based on nine (9) business hours per day.

Any individual device that does not meet the ninety-eight percent (98.0%) uptime expectation for any two months may be replaced at the discretion of the State within ten (10) business days of receipt by Contractor of a written request from the State for replacement with equipment of the same or better specifications and the same or lower meter count at no additional cost to the State. If any replacement device subsequently fails to meet the ninety-eight percent (98.0%) uptime requirement for any two calendar months, Contractor should credit to the State the initial contract price of the failed equipment and provide an upgrade device at the original device contract price.

The State should be the final authority for determining when equipment must be replaced and/or cancelled due to unsatisfactory performance.

Equipment that is removed due to excessive malfunctioning should not be placed in any other State location unless Contractor certifies in writing to the State that the problems have been completely corrected and the equipment should function at or above the minimum uptime performance standard as set out in this contract.

Equipment Loaners

The Contractor shall be responsible for any delivery, installation/removal charges associated with equipment loaners.

Equipment Repair:

Contract equipment under any rental or maintenance agreement which is non-operational and cannot be repaired within 24 working hours of notification that service is required, at customer's request will be replaced within two (2) working days by a loaner unit until repairs are completed. Loaner equipment does not have to be the same model, but must perform the same functions as the equipment being repaired. If Contractor fails to meet these requirements, Contractor may be in non-compliance with the contract. The State reserves the right, to impose liquidated damages. Each device not returned to the State after one week of installation of the loaner device may be assessed a penalty of fifty dollars (\$50.00) for each 9 hour work day per device that is not returned and fully operational to service.

Partial Operability:

In the case of machines needing repair, but which are still partially operable, requirements and arrangements for loaner equipment will be made between the Contractor and customer. If no agreement can be reached, the Contract Administrator administering this Contract will make a final determination.

Late Equipment Delivery:

If requested equipment (purchased, rented or leased) cannot be supplied within the Contractor's specified delivery time, substitute equipment, of equal or greater performance capabilities must be temporarily installed pending the installation of the ordered new equipment. In issues of dispute, the Contract Administrator administering this Contract will make a final determination.

Parts and Supplies

Contractor is required to provide OEM maintenance and OEM parts during the entire term of the lease. Delivery of parts and supplies to each location identified under this contract should be provided by the Contractor within four [4] hours of the initiation of the service call. All necessary replacement parts and supplies (excluding paper) should be included in the pricing schedule identified in Attachment D.

All supplies (including, but not limited to toner, developer (if required) and staples, in addition to “consumable supply” items (including, but not limited to: drums, fuser rollers and corona wires) for equipment installed under this contract should be the original equipment manufacturer’s branded and/or authorized supplies and consumable supplies.

The State reserves the right to inspect all parts and supplies prior to, during or following installation to ensure that the parts and supplies meet the requirements as set out in this contract. In the event of and upon verification of non-compliance with these provisions, the State may require Contractor to install and/or provide parts and supplies to meet such requirements within thirty (30) days of notification by the State to Contractor at no additional cost to the State.

The Contractor will not be responsible for the supply or delivery of paper.

Contractor should be responsible for the removal and recycling of all empty toner bottles/cartridges, or any other recyclable components of the devices. Contractor should do this at no additional cost to the State.

User Training

The Contractor should train all appropriate State staff, including but not limited to Help Desk personnel, field networking support personnel, as well as its users in the operation of the equipment, at the time of initial installation of the equipment, with as-needed follow-up training for the life of the contract. Such training should be performed at no additional cost to the State. Contractor should designate one person who will serve as contact for all training matters pertaining to the proposal.

Some state agencies may require two levels of training. The training will include written training/reference manual. Level-1 training, which is in-depth training for the Help Desk staff, Remote Site Service staff, Information System Service Coordinators, and mentors (for OKDHS, up to 110 staff), should provide all training necessary to enable these groups to sufficiently support all operator/user requests, with the exception of those requiring an authorized service representative. Level-1 training should take place in the Oklahoma City area no earlier than 20 business days prior to Contractor deployment and no later than the start of DEVICE deployment. It is expected that the Contractor should provide Level-1 training for each model of device deployed under this agreement. Contractor should provide a training manual for all Level-1 staff which should include but not limited to information on the features and functions of all models of the deployed devices, as well as maintenance and troubleshooting which would not require an authorized service representative.

Level-2 training is the level of training for local office user staff and Contractor should provide the training required for the staff to optimally use the enabled features of the DEVICES installed in their respective offices. This training should take place within 10 business days of the deployment of the devices in that local office, and no later than the day of actual DEVICE installation. Training should be conducted at all applicable State offices, as needed. Although Contractor should at all times be solely responsible for conducting the training, the State reserves the right to work with the Contractor to schedule training and approve all training plans and materials in advance of any training. The State also may provide an agenda during the course of device deployment, or immediately prior to its initiation, for Contractor’s training representatives to follow.

Contractor should be responsible for all costs for training materials, site, and instructor expenses. The State is responsible for all State staff costs inclusive of travel.

The State would consider the use of training DVDs that cover each of the devices proposed by Contractor for follow-up Level-2 training.

The State should be the sole judge of when training is required. The Contractor may expect to provide up to 6 remote sites Level-2 training sessions throughout the State during renewal contract periods. Follow-up training is crucial to the ongoing successful implementation of this contract by the Contractor and should be coordinated by a designated State agency representative.

Installation Sites and Wiring

The State will be responsible for completing and/or installing any electrical, network and telephone wiring that is required for the installation of the Contractor’s equipment.

Use and Location of Equipment

The State will periodically require the devices installed under this contract to be moved from one location to another. Therefore, the State reserves the right to request to move up to ten percent (10%) of its installed fleet per year to any of its locations within the State of Oklahoma for any reason during the term of this contract, without incurring any de-installation/installation, relocation/moving charges.

If the State requires Contractor to relocate more than ten percent (10%) of its fleet of devices in a contract year, the State will reimburse the Contractor (fifty dollars) \$50 per move over the 10% allowance.

Manage, Configure and Monitoring Equipment

All State users should have the ability to copy and print monochrome documents. The State may require the ability to control the utilization of copying and printing.

State may require the Contractor to provide a software tool for the purpose of centrally managing, organizing, and controlling printers remotely over a web interface. This tool should allow administrators to securely make configuration changes over the web, to view and operate any printer's control panel, to view and modify printer configuration settings, perform changes to one printer or groups of printers with one set of commands, and view, download and upload files in the printer. It should also be capable of inquiring centrally managing, organizing and controlling printers remotely over the web interface. It should be able to monitor equipment status and utilization on-line including automatic notification when certain pre-determined click count parameters are exceeded. This tool should be capable of inquiring the status of individual devices deployed by IP address. Inquires should display the current status of the device and provide capabilities to diagnose device problems. Also, these inquiries should provide information regarding device configuration and identification (i.e. device serial number). The Device should require authentication to make configuration changes.

In addition, for the purpose of monitoring device utilization this tool should provide the ability to gather device utilization information for the entire fleet. This tool should allow for the collection of this data in user specified categories (e.g. Category Type, specific user printing specific machine usage, specific office usage, etc.). The information to be made available for device utilization should include the device type, serial number, the number of impressions printed (Monochrome, and Color where applicable), the number of impressions copied (Monochrome, and Color where applicable), the number of faxes received and sent (where applicable), the number of images scanned (where applicable), the number of impressions duplexed, and the number of documents stapled. This application should also provide reports in a Microsoft Excel or CSV format.

Equipment Title for Leased Equipment

Title is and will remain, the exclusive property of Contractor, and the State shall have no right, title or interest therein. All replacements, attachments, alterations, substitutions and repairs thereto shall become a component part of the equipment and title hereto shall be immediately vested in Contractor and shall be included under the terms hereof. The State will not remove any ownership identification tags on the equipment or suffer or permit any lien encumbrance of any kind against the equipment or allow it to become fixtures of real estate.

Contractor's leases cannot be passed on to third party banks or finance companies. Leases must be backed by the manufacturer or the Contractor's financial institution under the Contractor's name. Contractor or manufacturer cannot in any way subrogate any part of their contract to a third party. Contractor is primary contractor and assumes all responsibilities of term lease.

Cancellation of Individual Placement

A single copier placement may be cancelled by an agency by giving 10 days written notice (via mail or fax) to the Contractor, Issuance of cancellation may occur under the following circumstances:

The Central Purchasing Division, agency or other authorized entity may cancel individual copier placement(s) upon documentation and verification of an individual copier's unacceptable degree of operational up-time, failure of the piece of equipment to otherwise meet performance specifications or Contractor's consistent pattern of non-compliance to

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service requirements and response times in regard to that machine. In the event the placement is cancelled for any of the above reasons involving Contractor non-compliance or equipment nonperformance, neither the State nor the requesting entity will be held responsible for any costs of removing equipment and will not be subject to any penalties.

The placement of copier(s) may be cancelled at no penalty due to absence of funding to an agency or a political subdivision. For the purposes of this Contract and resulting Purchase Order, the absence of funding provision may also be applicable to a situation when an entire office location, division, department or agency is eliminated due to budget constraints.

Copier Removal

Upon individual lease termination/expiration, Contractor shall take required action to have equipment removed. Equipment shall be removed within ten (10) days from lease termination/expiration date. Equipment not removed within the allotted time frame, shall be shipped to Contractor's location at the Contractor's expense. It is the Contractor's responsibility to coordinate removal of equipment. Agencies are not required to contact Contractor to arrange pickup of equipment. Contractor shall be responsible for removal charges on equipment leased under this contract.

Deployment Plan

The State's goal is to have an 8 week deployment/transition. The successful Contractor should work with the current contractor to ensure there is not service interruption.

Product Demonstration

The State may require each Vendor to provide a demonstration of all models of devices proposed for this contract. Vendors should expect to deliver and set up (2) two fully functional devices for each Category. Vendors should expect to provide a demonstration of the features and functions of each device and allow the State staff to independently test the devices for up to (5) five business days. This may be necessary at multiple agency sites in order to properly test the devices in different environments.

Vendor should have a technician on call during the testing period to answer questions or provide assistance.

Reporting

The Contractor should submit reports monthly and quarterly. If monthly, the report shall be received by the Agency within 15 calendar days after the last day of the month, if Quarterly, the report shall be received within 30 calendar days following the reporting period described herein. The template in Excel format for the report will be provided after the contract is awarded. Specifically, at a minimum, the data fields to be reported for each active DEVICE are:

Location information (including agency name, address, floor and room details)

Copier specifications (including manufacturer, model, serial number)

Accessories Included

Lease start date and end date

Purchase date (if applicable)

Monthly lease charge

Maintenance Cost per Copy (B/W)

Maintenance Cost Per Copy (Color)

Usage volume (broken down by month and B/W and color)

Total invoiced amount (should equal monthly lease charge + maintenance cost per copy * volume)

On-Going Fleet Rationalization

The Contractor should conduct quarterly utilization reviews and recommend and implement changes to right size machines where the utilization is less than 60% for 3 consecutive months. The Contractor agrees to replace the machine with another capable of the same required features but lower usage rating at no cost or penalty to the State.

Performance Measures and Liquidated Damages

The State desires to contract with a Vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the below Performance Measure categories which shall be used to measure Contractor's performance and delivery of services. Note: the Contractor shall comply with all contract terms and conditions upon execution of contract and the State may begin monitoring of Contractor's service delivery beginning the second month after implementation of services at that site to ensure that contract requirements are being met.

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. When such standards are not met, liquidated damages may be assessed by the State. The State's Contracting Officer will provide written notice to the Contractor's Account Manager of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check, money order, or company check to the Contracting Officer, payable to the State in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due, or in the alternative, the Contractor may issue a credit in the amount of damages due on the next monthly invoice.

Area	Performance Measure	Liquidated Damage
Telephone Response Time	Live Response or 1 hour (max) for call back	\$100 per incident
On-Site Response Time	4 Hours (Max)	\$250 per incident
Repair Time	18 Hours or two working days (Max)	\$100 per incident
Replacement of Repaired Equipment	Within 1 week of installation of Loaner Device	\$50 per day
Resolve Billing Issues	Within 10 Days of Notification	\$100 per incident
Invoice Accuracy	100% accurate invoices	\$100 per incident
Delivery and Installation	All new equipment ordered should be delivered and installed within 30 days of notification to the Contractor. Vendor should submit its scheduled timeframe for delivery and installation of each new device.	\$250 per device per business day past the agreed upon timeframe
Reporting	Provide monthly usage report to the State within 15 calendar days of the following month and provide quarterly usage report to the State within 30 calendar days of the following quarter.	\$100 per business day past the deadline