

STATEWIDE CONTRACT – SW718

FOR

LASER PRINTER MAINTENANCE SERVICES

THIS CONTRACT is made by and between the State of Oklahoma (the "State"), by and through the Department of Central Services, and Precision Document Solutions, Inc.

NOW THEREFORE, in consideration of the terms, and conditions of this Contract, the parties agree as follows:

A.	GENERAL PROVISIONS	4
A.1.	Glossary of Terms	4
A.2.	Contract Term, Renewal and Extension Option	4
A.3.	Gratuities	4
A.4.	Mutual Responsibilities	4
A.5.	Sub-Contractors	5
A.6.	Background Checks and Verifications	5
A.7.	Confidentiality	5
A.8.	Unauthorized Obligations	5
A.9.	Electronic and Information Technology Accessibility	5
A.10.	Patents and Copyrights	6
A.11.	Equal Opportunity and Discrimination	6
A.12.	Lobbying	6
A.13.	Drug-Free Workplace	6
A.14.	Environmental Protection	6
A.15.	Assignment	7
A.16.	Severability	7
A.17.	Invoicing and Payment	7
A.18.	Billing	7
A.19.	Suspension	7
A.20.	Failure to Enforce	7
A.21.	Audit and Records Clause	7
A.22.	Non-Appropriation Clause	7
A.23.	Choice of Law	8
A.24.	Choice of Venue	8
A.25.	Termination for Cause	8
A.26.	Termination for Convenience	8
A.27.	Insurance	8
A.28.	Licensed Software	8
A.29.	Conflict of Interest	8
A.30.	Compliance with Applicable Laws	8
A.31.	Limitation of Liability	9
A.32.	Failure to Provide	9
A.33.	Agency Policies	9
A.34.	Administrative Fee	9
A.35.	Contract Usage Reporting Requirements	9
A.36.	Authorized Users	9
A.37.	Type of Contract	9
A.38.	Contractor Services	10
A.39.	Ordering	10
A.40.	Multi-functional Printer	10
A.41.	Right to Renegotiate	10
A.42.	Publicity	10
A.43.	Amendment	10
A.44.	Printer's Covered	10
A.45.	Nonsolicitation	10
A.46.	Force Majeure	10
A.47.	Notices	11
A.48.	Coverage of Contract	11
A.49.	Order of Precedence	11
B.	CONTRACT RESPONSIBILITIES	12
B.1.	Precision Responsibilities	12
B.2.	Services Provided	12
B.3.	Service Call Response Times	13
B.4.	Service Centers	13

B.5.	Monthly Agency Reports	13
B.6.	Agency Obligations	14
B.7.	Contract Usage Reporting Requirements.....	14
C.	Exhibits	15
C.1.	Exhibit A - Pricing.....	15
C.2.	Exhibit B – Agency Printer Inventory record.....	20
C.3.	Exhibit C.....	21

A. GENERAL PROVISIONS

A.1. GLOSSARY OF TERMS

- A.1.1. DCS – The Oklahoma Department of Central Services.
- A.1.2. OSF – The Oklahoma Office of State Finance.
- A.1.3. Precision – Precision Document Solutions, Inc.
- A.1.4. Contractor – As use herein “contractor” will mean Precision Document Solutions, Inc.
- A.1.5. Government Entities – State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, and political subdivisions.
- A.1.6. Purchasing Agency – Any agency issuing a purchase order against this statewide contract.
- A.1.7. State Agency – includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body or house of the executive or judicial branches of the state government, whether elected or appointed, excluding only political subdivisions of the state.
- A.1.8. State – Means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to “State” in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.9. State CIO – Is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.10. Statewide SW718 user’s Guide – An instructional guide, maintained of the DCS Statewide Contract website, to assist users of this contract with the processes required for using this statewide.

A.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION

- A.2.1. The initial Contract period shall begin on the effective date and shall extend through One (1) Year 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.
- A.2.2. Under Oklahoma law, DCS may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be four (4) options to renew, each for duration of one (1) year.
- A.2.3. The state, at its sole option, may choose to exercise an extension for a maximum of 90 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.
- A.2.4. 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.
- A.2.5. This will be a mandatory statewide contract that is available to all state agencies. Other governmental entities may avail themselves of this contract. All state agencies must use the contract for the services specified herein, unless the Ordering Agency has received a written exception by following the “Exception Process” as defined in the SW718 Statewide User’s Guide. The State of Oklahoma reserves the right to conduct separate procurement process(s) to establish contract(s) for the same or similar services for any agency’s specific project. The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract. The State anticipates a single vendor award.

A.3. GRATUITIES

The right of the Precision to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that Precision, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any state representative. Further more a contractor convicted of such violation may also be suspended or debarred.

A.4. MUTUAL RESPONSIBILITIES

The State and Precision agree that under this Agreement:

- A.4.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- A.4.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- A.4.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;

- A.4.4. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld;
- A.4.5. Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.

A.5. SUB-CONTRACTORS

- A.5.1. The Precision may use sub-contractors in support of this contract; however, Precision shall remain solely responsible for the performance of this Contract.
- A.5.2. All payments for Products or Services shall be made directly to the Precision. If sub-contractors are to be used, the sub-contractors shall be identified to the purchasing agency in writing. The purchasing agency and the Contracting Officer, reserve the right to approve any and all sub-contractors providing services under this Contract.
- A.5.3. 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 Central Purchasing Contracting Officer. No payments will be made to the Precision for services performed pursuant to this Contract by unapproved employees of a sub-contractor.
- A.5.4. Precision'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, Precision 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 Precision'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.

A.6. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Precision may be subject to user background checks, depending on the information systems the Precision accesses or types of data the State provides. Precision must submit the required background check information to the State in a timely manner. The State will not process any access agreements prior to completion of user background verification.

A.7. CONFIDENTIALITY

- A.7.1. Pursuant to O.S. § Title 62 Section 34.12.C. "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 confidential information or any information affecting personal security, personal identity, or physical security of state assets."
- A.7.2. If required, the above information may be given to the contractor after the contract is awarded.
- A.7.3. Precision recognizes that agency has and will have information, business models, and other proprietary information (collectively, "Information") which are subject to confidentiality by virtue of statute or are valuable, special and unique assets of the agency and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Precision agrees that Precision, any employees of Precision, or any agents of Precision will not at any time or in any manner, either directly or indirectly, use any Information for Precision's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party. Precision will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

A.8. 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.

A.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 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 www.ok.gov/DCS/Central_Purchasing/index.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.

A.10. PATENTS AND COPYRIGHTS

- A.10.1.** If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor contract prices shall include all royalties or cost charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, Contractor's obligations are as outlined immediately below.
- A.10.2.** If a third party claims that a product the contractor provides to an agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.
- A.10.3.** If such a claim is made or appears likely to be made, the State agrees to permit Contractor to enable the State to continue use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, the State agrees to return the Product to Contractor on Contractor's written request. Contractor will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line method.
- A.10.4.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Contractor or Contractor's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided by Contractor as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Contractor did not provide; or (iv) infringement by a non-Contractor Product alone, as opposed to its combination with Products Contractor provides to the State as a system.

A.11. EQUAL OPPORTUNITY AND DISCRIMINATION

The Contractor 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 provider 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.

A.12. LOBBYING

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.13. DRUG-FREE WORKPLACE

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.14. ENVIRONMENTAL PROTECTION

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), 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.

A.15. 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.

A.16. SEVERABILITY

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.17. INVOICING AND PAYMENT

A.17.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44(B), invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided and the dates of those services.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.17.3. Failure to provide proper invoices may result in delay of processing invoices for payment.

A.18. BILLING

Monthly billing is based on a fixed rate per page for each printer manufacturer model, multiplied by the number of pages produced by each printer on contract.

The fixed rate per page, per printer manufacturer model include:

- a) Scheduled preventative maintenance
- b) Break / fix maintenance
- c) Labor
- d) Parts
- e) Toner

A.19. SUSPENSION

If Customer fails to pay in full any invoice within forty-five (45) days of the invoice date for any reason, Precision may, in its sole discretion, suspend all services and provision of supplies under this Contract to said customer until such payment is made or until this Contract is terminated in accordance with the terms hereof.

A.20. FAILURE TO ENFORCE

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.21. AUDIT AND RECORDS CLAUSE

A.21.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

A.21.2. The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the two (2) year retention period, whichever is later.

A.22. NON-APPROPRIATION CLAUSE

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The purchasing agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.23. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.24. CHOICE OF VENUE

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.25. TERMINATION FOR CAUSE

- A.25.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.25.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.25.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.26. TERMINATION FOR CONVENIENCE

- A.26.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.26.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.27. INSURANCE

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.28. LICENSED SOFTWARE

- A.28.1.** Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.28.2.** 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.

A.29. CONFLICT OF INTEREST

- A.29.1.** Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of this Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Contract; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.
- A.29.2.** In addition to any requirements of law or through a professional code of ethics or conduct, the Contractor employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.30. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the

contractor shall maintain all applicable licenses and permit requirements.

A.31. 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.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.32. 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.

A.33. 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 with their own staff.

A.34. ADMINISTRATIVE FEE

As empowered by State Statute § 85.33 A & B, the Department of Central Services imposes, and Contractors agree to pay, a rebate in the sum of 1% of the combined total quarterly expenditures under this contract. This fee amount 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 stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

Department of Central Services
Central Purchasing Division
2401 N. Lincoln Blvd., Suite 116
P. O. Box 528803
Oklahoma City, Oklahoma 73152-8803
Attention: Gary Rowland

A.35. CONTRACT USAGE REPORTING REQUIREMENTS

Contractor will provide quarterly usage reports, indicating invoice number order within agency, the dollar amounts billed to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract will receive a "Sample Report" prior to the first quarter due date.

A.35.1. Reporting Requirements

- 1) Reports shall be submitted quarterly regardless of quantity.
- 2) Usage Reports shall be delivered, by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.
- 3) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

A.36. AUTHORIZED USERS

During the term of this contract, any state department, board, commission, authority, 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.

A.37. TYPE OF CONTRACT

- A.37.1.** This will be a mandatory statewide competitive proposal contract(s) that is available to all state agencies; however, the resulting contract does not require state agencies to place laser printers on maintenance.

- A.37.2.** Agencies are required to use the resulting contract when and only when the agency decides to place a laser printer on maintenance. However, state agencies with current printer maintenance in place may honor the remaining renewal(s) on those contracts.
- A.37.3.** As stated above, the resulting contract shall be a mandatory statewide contract, which means all state agencies should use the contract for the services specified herein, unless the agency has received a written exception by following the "Exception Process" as defined in the SW718 Statewide User's Guide. The State of Oklahoma reserves the right to conduct separate procurement process(es) to establish contract(s) for the same or similar services for any agency's specific project.
- A.37.4.** Other government entities may avail themselves of this contract.

A.38. CONTRACTOR SERVICES

The State of Oklahoma shall not guarantee any minimum or maximum amount of the contractor services that may be provided under this contract.

A.39. ORDERING

Any services to be furnished under this contract shall be completed by the customer working with Precision to develop an Exhibit B, which lists all the printers to be managed under the resulting purchase order. All purchase orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

A.40. MULTI-FUNCTIONAL PRINTER

Multifunction-networked printers shall be excluded from this contract. For the purposes of this contract, the definition of multifunction-networked printer shall include printers that can, in addition to print, may optionally fax, copy or scan.

A.41. RIGHT TO RENEGOTIATE

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a Contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.42. PUBLICITY

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.43. AMENDMENT

This Contract can only be amended by mutual agreement of both parties, which must be in writing and signed by the State and Precision.

A.44. PRINTER'S COVERED

The attached Exhibit A includes the cost per page of all currently listed laser printers. Exhibit A may be updated by written mutual agreement as new laser printers become available.

A.45. NONSOLICITATION

Both parties agree that they will not solicit the employment of the other's employees during the term of this Contract and for a period of twelve (12) months after the end of the term hereof.

A.46. FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of God, war, riots, strikes, fire, floods, or other similar occurrences.

Force Majeure shall not include, or be related to, the following occurrences:

- a) Late delivery or equipment, supplies or materials or an oversold condition of the market.
- b) Inability of either the Contractor or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

Notification: If either party is delayed by Force Majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of it shall be provided. The time of completion for the suppliers' performance may be extended by contract modification for a period of time as determined by the State Purchasing director equal to the time that the results or effects of

such delay prevented the supplier from performing in accordance with this contract.

Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment, or services from the best available source during the time of Force Majeure, and Contractor shall have no recourse against the state.

A.47. NOTICES

All notices or other communications required to be given hereunder shall be sufficiently given and shall be deemed given when delivered if sent via overnight courier service with proof of delivery or via a printed copy mailed by first class mail, postage prepaid, or otherwise hand delivered. If to....

A.47.1. The State.

The Department of Central Services
Central Purchasing Division
2401 N. Lincoln
Suite 116
Oklahoma City, OK 73105
Attention: SW718 CPO

A.47.2. Precision Document Solutions

Precision Document Solutions, Inc.
PO Box 814850,
Dallas, TX 75381
Telephone: 972-242-7200

Either party may change their notice address by giving notice to the other party of a new notice address.

A.48. COVERAGE OF CONTRACT

This Contract is intended to provide service to maintain the functionality of the customer's equipment under normal use and conditions and within the manufacturers' specifications and duty cycles. Damage to any of the equipment or component parts arising out of misuse, abuse, negligence, printing beyond the manufacturers' specifications and duty cycles or causes beyond the control of Precision, such as natural catastrophes, casualty or other insurable losses, water leaks, electrical surges, failure to follow operating instructions or Acts of God are not within the scope of services contracted for herein. In addition, if any of the equipment covered by this contract is modified or serviced by personnel other than Precision or if parts, accessories, or components not authorized by Precision are fitted to any of the equipment, Client agrees to pay Precision for any extraordinary repairs required to return such equipment to normal working condition. Any services, approved by the customer in writing, to repair any equipment due to any of the preceding causes will be billed to customer at Precision's hourly rate, outlined herein plus parts as defined herein. Customer hereby agrees that Precision is not responsible for incidental or consequential damages, including but not limited to, damages arising out of the use or performance of Customer's equipment or the loss of use of such equipment.

A.49. ORDER OF PRECEDENCE

The order of precedence among the Contract components shall be, first, Oklahoma State Statutes; second, this Contract and any amendments to it; and third, the purchasing agencies purchase order.

A higher-order document shall supersede a lower-order document to the extent necessary to resolve any inconsistencies between them, but silence on any matter in a higher-order document shall not negate or modify the provisions of a lower-order document as to that matter.

B. CONTRACT RESPONSIBILITIES

B.1. PRECISION RESPONSIBILITIES

- B.1.1.** For those agencies using the contract, contractor shall perform an initial physical inventory of printers at each agency and maintain the inventory's accuracy throughout the term of their agreement.
- B.1.2.** Precision shall provide user maintenance kits as required to bring all contracted printers to a maintainable status. If a printer requires hardware repair or update to be eligible for maintenance then:
 - a) Precision will provide a written parts cost estimate to the agency for agency approval prior to beginning work.
 - b) The agency is accountable for costs of all parts required to bring printer to a maintainable status.
- B.1.3.** Precision shall clean and inspect every printer on contract each month when meter readings are taken.
- B.1.4.** Precision shall, based on historical use, leave toner for use in the following month for each printer on contract.

B.2. SERVICES PROVIDED

B.2.1. Printer Inventory Management.

Precision will take an inventory of all of the purchasing agency's printers covered by this Contract and will establish an individual printer inventory record with the make, model, serial number, initial meter reading, current printer usage and condition of each printer and Precision identification tag number. This Printer Inventory Record will be updated on each site visit by Precision to provide ongoing Precision Printer Management Program Reports ("Precision PMP Reports") which will also include information on changes in repair and maintenance of the printer and, when appropriate, recommendations on replacement or relocation for changes in usage. Precision and Agency may mutually agree on additional information to be included in the Precision PMP Reports.

B.2.2. Preliminary Equipment Inspection Process.

Upon the initial inspection of equipment, each device will be inspected for wear. Once a determination has been reached on each device's capacity to be returned to a reliable state, an assessment of its technical life will be performed to establish its viability within the system. This viability will be assessed regarding application, speed, and forms migration capacity. If deemed viable, and with the agency's written approval, it will then be added to the Printer Inventory Record. At the agency's discretion, devices with an estimated higher cost of repair than value, or devices, which are technologically obsolete; may be replaced with new devices, new printer purchase will be made solely by the agency; or their workloads routed to local shared devices. The repair, replacement, or removal of a device will be based on mutual agreement by Precision and Agency. Any equipment found to be in need of repair shall be repaired before it is eligible for coverage under this Agreement. Agency will be billed separately for any parts and labor needed to repair such equipment. Parts furnish by Precision will be at their cost, with hourly labor rates as defined on Exhibit A. Equipment listed in the agency's Exhibit B will receive an initial preventive maintenance cleaning within the first six months of the contract period. Only agency equipment listed on the agency's Exhibit B and approved in writing by the purchasing agency will be covered by the resulting agency purchase order.

B.2.3. Printer Supplies Inventory Management.

Once an agency issues a purchase order against this contract, Precision will inventory all of Agency's printer supplies. Precision will give Agency a credit on a cost per page basis for all of its unused original manufacturers' products and supplies on hand on the startup date for each location, subject to mutual agreement by Precision and Agency as to the original expected shelf life of the particular product and its continued viability. Precision will recommend to Agency inventory levels to be established for each printer. Upon approval of supply inventory levels by Agency, Precision will stock the Agency's inventory levels and will periodically re-inventory and restock the levels to maintain the agreed-upon supply levels. Precision will review the agreed-upon inventory levels and make recommendations to Agency, when appropriate, of any changes needed to the inventory levels based on changes in printer usage or changes in supply usage. All supplies provided by Precision will remain the property of Precision. Agency assumes responsibility for loss or theft of any supplies provided by Precision. All used toner cartridges must be left in the supply area or other agreed location for pickup by Precision. Agency agrees all used or if requested unused toner cartridges must be returned to Precision.

B.2.4. Printer Repair and Preventive Maintenance.

Precision and Agency will mutually establish and record in the Precision PMP Reports and each Printer Inventory Record, the frequency of regularly scheduled maintenance checks to be performed by Precision for each printer. Precision and Agency may mutually agree to change the maintenance schedule for any printer from time to time and any such changes will be recorded in the specific Printer Inventory Record. Each Precision maintenance check will include at a minimum, the cleaning, and inspection of the printer. In the event that any equipment covered by this Contract should malfunction during the term of this Contract, Precision shall provide all parts and labor to restore such equipment to working order at no cost to Agency. Precision will provide service on each business day from 8 AM – 5 PM (local time) and at such other times as agreed upon by Precision and Agency. Precision will record in the printer inventory record any appropriate comments regarding printer usage or specific repairs needed by any printer and will include recommendations for Agency in the Precision PMP Reports.

B.2.5. Precision Consulting Services on Printer Usage and New Technology Management.

Each Quarter, Precision will study the information compiled by it regarding the condition, usage, electronic forms printing capability and performance of Agency's printers and compare that information to new printers and developing printer technology. Precision will make recommendations to Agency regarding upgrades, enhancements, replacements, color devices, equipment replacements, and/or relocations and other options intended to achieve Agency's goals in an executive summary to be provided to Agency on a quarterly basis.

B.2.6. Precision PMP Reports.

Precision will prepare Precision PMP Reports, which will include equipment usage, cost by device, the details of all activity of Precision involving printer inventory management, printer supplies inventory management, printer preventive maintenance, printer usage and new technology management and billing information in the level of detail to be mutually agreed upon by Precision and Agency.

B.3. SERVICE CALL RESPONSE TIMES

B.3.1. State agencies will place service calls thru the Office of State Finance help desk.

B.3.2. Precision shall manage service calls with a web based service request system, located at helpdesk.pdsnow.com.

B.3.3. Precision shall provide four (4) hour on-site response within 40 miles of a service center.

B.3.4. Precision shall provide next day on-site response within 80 miles of a service center.

B.3.5. Precision shall provide two (2) day on-site response outside 80 miles of a service center.

B.4. SERVICE CENTERS

Precision provides services from five (5) "Service Centers" within Oklahoma located in:

- 1) Oklahoma City
- 2) Tulsa
- 3) Woodward
- 4) Lawton
- 5) McAlester

NOTE: Service Centers may be added or removed by mutual written consent of both parties.

B.5. MONTHLY AGENCY REPORTS

B.5.1. Service Repair Report, identifying by state agency for each printer under contract:

- a) response time
- b) downtime
- c) date of service
- d) location of printer within state agency
- e) make, model, serial number of printer
- f) service call type and meter reading of the printer at time of service

B.5.2. Preventative Maintenance Report, identifying by state agency for each printer under contract:

- a) make, model, serial number of printer
- b) location of printer within state agency
- c) current meter reading of the printer at the time and date of preventive maintenance

B.5.3. Billing Information Report, identifying by state agency for each printer under contract:

- a) make, model, serial number
- b) current meter reading
- c) previous meter reading
- d) billing days
- e) pages printed
- f) location within agency including contact name
- g) subtotals by agency department

B.5.4. Invoicing Report, identifying by state agency for each printer under contract:

B.5.4. Invoicing Report, identifying by state agency for each printer under contract:

- a) agency totals
- b) agency department or cost center subtotals
- c) average cost per page
- d) pages billed

B.6. AGENCY OBLIGATIONS

B.6.1. Agency Cooperation with Precision.

Agency agrees to assist Precision in connection with the initial inventory of printers and supplies and to review the printer inventory records and Precision PMP Reports to assure Agency's agreement with the initial information gathered and recorded by Precision. Agency further agrees to provide Precision with appropriate information on all new equipment or any equipment that is relocated so Precision can maintain accurate records of all equipment covered by this Contract. Agency shall use Precision exclusively to supply all consumable printer supplies (with the exception of paper) and to provide all maintenance and repairs necessary to maintain the equipment covered by this Contract in operating condition.

B.6.2. Provision of Space at Agency Locations.

Agency agrees to provide a reasonable amount of space to Precision in an area to be designated by Agency in its sole discretion for the purpose of storing supplies, maintenance and repair parts and equipment and other materials needed by Precision to fulfill its obligations under this Contract. Agency will grant Precision reasonable access to such designated areas at such times and under such conditions as shall be mutually agreeable.

B.6.3. Administrative Issues and Request for Supplies.

Agency will request supplies to be delivered to Agency by Precision by calling Precision at 1-888-973-7669 or by email at service@pdsnow.com (contact, telephone number, Precision ID number, and location requested) or by placing a call to the OSF Help Desk at 405-521-2444 or by sending an email to HelpDesk@OSF.OK.gov. Precision and Agency may agree upon procedures for telephone orders or upon other methods mutually acceptable to Precision and Agency.

B.6.4. Request for Services

State agencies will place service calls thru the Office of State Finance help desk.

B.7. CONTRACT USAGE REPORTING REQUIREMENTS

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

B.7.1. Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

B.7.2. Reporting Requirements

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

B.7.3. Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

C. EXHIBITS

C.1. EXHIBIT A - PRICING

- C.1.1. The pricing structure for this contract is on a cost per page based upon the type of laser printer on contract.
- C.1.2. Exhibit A, may be updated, by written mutual agreement as new laser printers become available. The process to update Exhibit A is as follows:
- During the annual renewal process, the State and Precision will review Exhibit A for any changes, additions, or deletion and update as mutually agreed upon.
 - However, when an agency finds a laser printer required to be on the agency's Exhibit B and that laser printer is not listed in Exhibit A, the agency can make a formal request to the contracting officer to have Exhibit A updated to include the new laser printer. This process must be complete prior to the issuance of the agency purchase order.
- C.1.3. Hourly Labor Rate = \$70.00.
- C.1.4. This Program Includes:
- All Toner Supplies
 - All Parts & Labor
 - All User Maintenance Kits
 - Regularly Scheduled Inventory Service
 - Regularly Scheduled Preventative Maintenance/Cleanings
 - Monthly Detailed Usage Reports
 - Monthly Asset Management Reports
 - 4 Hour Response with a 40 mile radius
 - Next Day Response for 41-80 mile radius
 - 2 Day Response for over 80 mile radius
- C.1.5. The cost per page by make and model of the laser printers included in this contract are listed below:

MAKE	MODEL	COST PER PAGE
BROTHER	8500 LASER PRINTER	0.0153
BROTHER	HL-2070 LASER PRINTER	0.0295
CANON	300 FILE PRINT LASER PRINTER	0.0140
CANON	400 FILE PRINT LASER PRINTER	0.0458
DELL	1720 LASER PRINTER	0.0235
DELL	2335 LASER PRINTER	0.0385
DELL	3110 COLOR LASER PRINTER - MONOCHROME	0.0315
DELL	3110 COLOR LASER PRINTER - COLOR	0.1485
DELL	3115 COLOR LASER PRINTER - MONOCHROME	0.0315
DELL	3115 COLOR LASER PRINTER - COLOR	0.1485
DELL	M5200 LASER PRINTER	0.0143
HEWLETT PACKARD	1000 LASERJET PRINTER	0.0219
HEWLETT PACKARD	1012 LASERJET PRINTER	0.0265
HEWLETT PACKARD	1100 LASERJET PRINTER	0.0195
HEWLETT PACKARD	1200 LASERJET PRINTER	0.0219
HEWLETT PACKARD	1220 LASERJET PRINTER	0.0219

MAKE	MODEL	COST PER PAGE
HEWLETT PACKARD	1300 LASERJET PRINTER	0.0207
HEWLETT PACKARD	1320 LASERJET PRINTER	0.0243
HEWLETT PACKARD	2100 LASERJET PRINTER	0.0194
HEWLETT PACKARD	2200 LASERJET PRINTER	0.0194
HEWLETT PACKARD	2300 LASERJET PRINTER	0.0157
HEWLETT PACKARD	2600 COLOR LASERJET PRINTER - MONOCHROME	0.0305
HEWLETT PACKARD	2600 COLOR LASERJET PRINTER - COLOR	0.1095
HEWLETT PACKARD	2605 COLOR LASERJET PRINTER - MONOCHROME	0.0305
HEWLETT PACKARD	2605 COLOR LASERJET PRINTER - COLOR	0.1095
HEWLETT PACKARD	3050 LASERJET PRINTER	0.0265
HEWLETT PACKARD	3200 LASERJET PRINTER	0.0195
HEWLETT PACKARD	3380 LASERJET PRINTER	0.0219
HEWLETT PACKARD	3600 COLR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	3600 COLR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	3700 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	3700 COLOR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	3800 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	3800 COLOR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	4 LASERJET PRINTER	0.0120
HEWLETT PACKARD	4000 LASERJET PRINTER	0.0120
HEWLETT PACKARD	4050 LASERJET PRINTER	0.0120
HEWLETT PACKARD	4100 LASERJET PRINTER	0.0120
HEWLETT PACKARD	4200 LASERJET PRINTER	0.0110
HEWLETT PACKARD	4250 LASERJET PRINTER	0.0110
HEWLETT PACKARD	4300 LASERJET PRINTER	0.0110
HEWLETT PACKARD	4345 LASERJET PRINTER	0.0110
HEWLETT PACKARD	4350 LASERJET PRINTER	0.0110
HEWLETT PACKARD	4500 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	4500 COLOR LASERJET PRINTER - COLOR	0.0795
HEWLETT PACKARD	4650 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	4650 COLOR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	4L LASERJET PRINTER	0.0238
HEWLETT PACKARD	4P LASERJET PRINTER	0.0240
HEWLETT PACKARD	4PLUS LASERJET PRINTER	0.0120
HEWLETT PACKARD	4SI LASERJET PRINTER	0.0130

MAKE	MODEL	COST PER PAGE
HEWLETT PACKARD	5 LASERJET PRINTER	0.0120
HEWLETT PACKARD	5000 LASERJET PRINTER	0.0153
HEWLETT PACKARD	5100 LASERJET PRINTER	0.0153
HEWLETT PACKARD	5500 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	5500 COLOR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	5550 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	5550 COLOR LASERJET PRINTER - COLOR	0.0895
HEWLETT PACKARD	5L LASERJET PRINTER	0.0301
HEWLETT PACKARD	5P LASERJET PRINTER	0.0194
HEWLETT PACKARD	5SI LASERJET PRINTER	0.0095
HEWLETT PACKARD	6L LASERJET PRINTER	0.0295
HEWLETT PACKARD	6P LASERJET PRINTER	0.0265
HEWLETT PACKARD	8000 LASERJET PRINTER	0.0095
HEWLETT PACKARD	8100 LASERJET PRINTER	0.0095
HEWLETT PACKARD	8150 LASERJET PRINTER	0.0095
HEWLETT PACKARD	8150 LASERJET PRINTER - MICR	0.0175
HEWLETT PACKARD	8550 COLOR LASER PRINTER - MONOCHROME	0.0385
HEWLETT PACKARD	8550 COLOR LASER PRINTER - COLOR	0.0795
HEWLETT PACKARD	9000 LASERJET PRINTER	0.0125
HEWLETT PACKARD	9050 LASERJET PRINTER	0.0125
HEWLETT PACKARD	9050 LASERJET PRINTER – MICR	0.0193
HEWLETT PACKARD	CM2320 COLOR LASERJET PRINTER - MONOCHROME	0.0345
HEWLETT PACKARD	CM2320 COLOR LASERJET PRINTER - COLOR	0.1395
HEWLETT PACKARD	CM2840 COLOR LASERJET PRINTER - MONOCHROME	0.0245
HEWLETT PACKARD	CM2840 COLOR LASERJET PRINTER - COLOR	0.1085
HEWLETT PACKARD	CP3525 COLOR LASERJET PRINTER - MONOCHROME	0.0195
HEWLETT PACKARD	CP3525 COLOR LASERJET PRINTER - COLOR	0.2595
HEWLETT PACKARD	P3005 LASERJET PRINTER	0.0145
HEWLETT PACKARD	P4014 LASERJET PRINTER	0.0210
IBM	1145 INFOPRINT LASER PRINTER	0.0125
IBM	12 INFOPRINT LASER PRINTER	0.0193
IBM	32 INFOPRINT LASER PRINTER	0.0120
IBM	3916 LASER PRINTER	0.0125
IBM	40 INFOPRINT LASER PRINTER	0.0120
IBM	4019 LASER PRINTER	0.0220

MAKE	MODEL	COST PER PAGE
IBM	4029 LASER PRINTER	0.0220
LEXMARK	4029 LASER PRINTER	0.0220
LEXMARK	4030 LASER PRINTER	0.0220
LEXMARK	7525 COLOR LASER PRINTER - MONOCHROME	0.0345
LEXMARK	7525 COLOR LASER PRINTER - COLOR	0.1705
LEXMARK	OPTRA C710 COLOR LASER PRINTER	0.2095
LEXMARK	OPTRA C750 COLOR LASER PRINTER - MONOCHROME	0.0265
LEXMARK	OPTRA C750 COLOR LASER PRINTER - COLOR	0.1705
LEXMARK	OPTRA C752 COLOR LASER PRINTER - MONOCHROME	0.0265
LEXMARK	OPTRA C752 COLOR LASER PRINTER - COLOR	0.1705
LEXMARK	OPTRA E LASER PRINTER	0.0346
LEXMARK	OPTRA E SERIES LASER PRINTER	0.0346
LEXMARK	OPTRA E+ LASER PRINTER	0.0346
LEXMARK	OPTRA E323 LASER PRINTER	0.0346
LEXMARK	OPTRA E4026 LASER PRINTER	0.0116
LEXMARK	OPTRA L SERIES LASER PRINTER	0.0135
LEXMARK	OPTRA LXI LASER PRINTER	0.0135
LEXMARK	OPTRA R LASER PRINTER	0.0135
LEXMARK	OPTRA R SERIES LASER PRINTER	0.0135
LEXMARK	OPTRA R+ LASER PRINTER	0.0135
LEXMARK	OPTRA S SERIES LASER PRINTER	0.0109
LEXMARK	OPTRA S1250 LASER PRINTER	0.0109
LEXMARK	OPTRA S1650 LASER PRINTER	0.0109
LEXMARK	OPTRA S1855 LASER PRINTER	0.0109
LEXMARK	OPTRA S2455 LASER PRINTER	0.0109
LEXMARK	OPTRA T520 LASER PRINTER	0.0115
LEXMARK	OPTRA T522 LASER PRINTER	0.0115
LEXMARK	OPTRA T612 LASER PRINTER	0.0130
LEXMARK	OPTRA T614 LASER PRINTER	0.0130
LEXMARK	OPTRA T620 LASER PRINTER	0.0140
LEXMARK	OPTRA T622 LASER PRINTER	0.0140
LEXMARK	OPTRA T630 LASER PRINTER	0.0140
LEXMARK	OPTRA T632 LASER PRINTER	0.0140
LEXMARK	OPTRA T634 LASER PRINTER	0.0140
LEXMARK	OPTRA W810 LASER PRINTER	0.0175

MAKE	MODEL	COST PER PAGE
LEXMARK	X422 LASER PRINTER	0.0290
LEXMARK / IBM	10 LASER PRINTER	0.0135
LEXMARK / IBM	4037 LASER PRINTER	0.0645
LEXMARK / IBM	40375E LASER PRINTER	0.0645
OKIDATA	C7500 COLOR LASER PRINTER - MONOCHROME	0.0235
OKIDATA	C7500 COLOR LASER PRINTER - COLOR	0.0895
PANASONIC	4440KXP LASER PRINTER	0.0476
PANASONIC	5400 LASER PRINTER	0.0476
SOURCE TECHNOLOGIES	9120 LASER PRINTER	0.0194
SOURCE TECHNOLOGIES	9530 LASER PRINTER	0.0255
XEROX	5500 LASER PRINTER	0.0135
XEROX	6180 COLOR LASER PRINTER - MONOCHROME	0.0470
XEROX	6180 COLOR LASER PRINTER - COLOR	0.1795
XEROX	7400 COLOR LASER PRINTER - MONOCHROME	0.0373
XEROX	7400 COLOR LASER PRINTER - COLOR	0.1795
XEROX	8400 COLOR LASER PRINTER - MONOCHROME	0.0445
XEROX	8400 COLOR LASER PRINTER - COLOR	0.1795
XEROX	8500 COLOR LASER PRINTER - MONOCHROME	0.0355
XEROX	8500 COLOR LASER PRINTER - COLOR	0.1795
XEROX	8550 COLOR LASER PRINTER - MONOCHROME	0.0355
XEROX	8550 COLOR LASER PRINTER - COLOR	0.1795

C.2. EXHIBIT B – AGENCY PRINTER INVENTORY RECORD

This Program Includes:

- All Toner Supplies
- All Parts & Labor
- All User Maintenance Kits
- Regularly Scheduled Inventory Service
- Regularly Scheduled Preventative Maintenance/Cleanings
- Monthly Detailed Usage Reports
- Monthly Asset Management Reports
- 4 Hour Response with a 40 mile radius
- Next Day Response for 41-80 mile radius
- 2 Day Response for over 80 mile radius

MAKE	MODEL	SERIAL NUMBER	PDS ID NUMBER	COST PER PAGE

AGENCY NAME: _____

ASSIGNED AGENCY NUMBER: _____

MAIN ADDRESS: _____

AGENCY CONTACT: _____

CONTACT PHONE NUMBER: _____

AGENCY PO NUMBER: _____

DATE: _____

Explorer

Service Request

Dashboard

Admin Page

Equipment:

Add

Remove

Relocate

Log Out

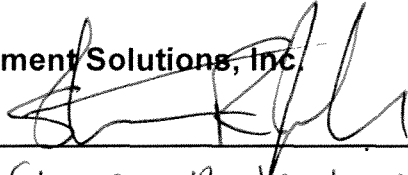
IN WITNESS WHEREOF, the parties having read and understood the foregoing sections, expressly agree to these terms and conditions as evidence by their respective dated signatures below:

The signature below, by a duly authorized representative of the contractor, acknowledges agreement to comply with the specification stated herein.

Precision Document Solutions, Inc.

Signature: _____

Printed Name: _____



Steven R. Jenkins

Printed Title: _____

President

Signature Date: _____

2/7/11

Central Purchasing

Signature: _____



Printed Name: _____

Scott Schlottbauer

Printed Title: _____

State Purchasing Director

Signature Date: _____