

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-04222
501-324-9316

STATE CONTRACT

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH IN THE ORIGINAL AGREEMENT.

BUYER: RENEE GATES, CPPB

CONTRACT/BID NO.: SP-07-0155 OCE'

DESCRIPTION:

IMAGE REPRODUCTION EQUIPMENT & SERVICES

CONTRACT PERIOD:

APRIL 1, 2008 THROUGH APRIL 30, 2009

WITH AN OPTION TO RENEW ON A YEAR TO YEAR BASIS OR A PORTION THEREOF FOR UP TO FIVE (5) ADDITIONAL YEARS

MANUFACTURER NAME & ADDRESS:

OCE' Imagistics, Inc. dba Copy Systems, Inc.
721 W. 9th Street
Little Rock, AR 72201

CONTACT NAME: Jean Burkhalter

TELEPHONE NUMBER: 501-376-2679, ext. 227

FAX NUMBER: 501-377-2706

FEDERAL IDENTIFICATION NO: 061611068

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:

Robin Rogas

DATE:

March 31, 2008



STATE OF ARKANSAS
**Department of Finance
 and Administration**

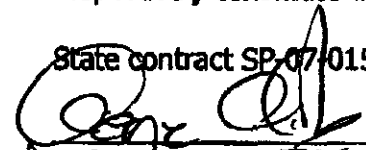
OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Suite 300
 Little Rock, Arkansas 72201-4222
 Phone: (501) 324-9316
 Fax: (501) 324-9311
<http://www.arkansas.gov>

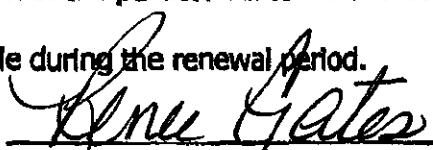
COMMODITY: IMAGE REPRODUCTION EQUIPMENT


RENEWAL: State Procurement Tracking NO: SP-07-0155

CONTRACTOR: OCE Copy Systems, Inc (Oce Imaginities Inc. dba Copy Systems)

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 The Office of State Procurement and above contractor agrees to extend contract SP-07-0155 for a period of approximately one year through April 30, 2009. The original agreement, this extension agreement, the laws of the State of Arkansas and State Contract SP-07-0155 respectively constitute the entire agreement of the parties. All terms and conditions as stated in State contract SP-07-0155 will be applicable during the renewal period.


 Vice President, BFCs
3-26-08
 Date

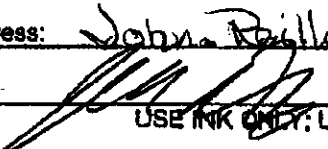

 Renee Gates
 OSP, Buyer
March 31, 08
 Date


 Jenny Foshee
 OSP, Team Leader
March 31, 2008
 Date

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

MANUFACTURER DIRECT PRICING CONTRACT

Manufacturer Information Form:

Company Name: CCA Imagoistics Inc dba CCA North America Corporate Printing Division
Name (type or print): John Reilly
Title: Vice President, Products & BPC Operations
Address: 100 Oakview Drive, Trumbull, Ct. 06611
Telephone Number: 203-365-7000
Fax Number: _____
E-Mail Address: John.Reilly@cca.com
Signature: 

USE INK ONLY; UNSIGNED RESPONSES WILL NOT BE CONSIDERED

Identification:
Federal Employer ID Number 061611068 Social Security Number _____
FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN RESPONSE REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation	Government/ Nonprofit *

For Internal Use Only (To be completed by the State)
Manufacturer's AASIS Contractor Number _____ Commodity Number _____
Material Group _____ Initials & Date Completed _____

2.6 Software Support

The vendor will be required to provide all software support. The vendor must be able to provide software support to customers by having Oce' Certified Software Engineer contact customers by phone, within two-hour (2) of notification of software problems.

2.7 Service

The vendor may offer Services directly to the customer. Services offered must be limited to those that are directly associated to the Oce' equipment and/or software listed in this contract. OSP reserves the right to review the list of services being offered and to eliminate any service that is beyond the scope of this contract. The vendor must identify in the table below the discount off retail for services offered.

DISCOUNT PERCENTAGES FOR SERVICES

Categories:	% Off Retail for Services
<i>None</i> <i>No Additional Services Offered</i>	<i>Covered by Price List</i>

2.8 Problem Escalation

The vendor must identify below their detailed requirements for Problem Escalation Procedures for hardware and software issues. Failure to provide a Problem Escalation Procedure document to may be grounds for termination.

Hardware Escalation Contact Person:	Phone Number/Email Address:
<i>1. Jean Buckhalter</i>	<i>376-2679 x227 jbuckhalter@newcopiers.net</i>
<i>2. Michael Rebick</i>	<i>376-2679 x223 mrebeck@newcopiers.net</i>
<i>3.</i>	
<i>4.</i>	
<i>5.</i>	

Software Escalation Contact Person:	Phone Number/Email Address:
<i>1. John Willix</i>	<i>376-2679 x229 jwillix@newcopiers.net</i>
<i>2. James Brinefield</i>	<i>529-3372 jbrinefield@newcopiers.net</i>
<i>3.</i>	
<i>4.</i>	
<i>5.</i>	

2.9 Technical Support

The vendor must identify below their detailed requirements for Technical Support Procedures. Failure to provide a Technical Support Procedure document to may be grounds for contract termination.

Contact Person:	Phone Number/Email Address:
<i>1. Wayne Richardson</i>	<i>376-2679 x229 wayne.richardson@imgistics.com</i>
<i>2. Dave Mizda</i>	<i>376-2679 x230 dmizda@newcopiers.net</i>
<i>3.</i>	
<i>4.</i>	
<i>5. Additional National Support contact available</i>	<i>www.occusa.com</i>

Technical telephone support must be available 24 hours a day, 7 days a week. This includes a local or toll-free telephone number for access to technical support. Oce' must provide to each customer, information which:

1. Defines provisions of technical support regarding response time for support.
2. Itemizes all products (hardware and software), services, and labor that are excluded from technical support.
3. States any special provisions or requirements to acquire technical support.
4. Outlines a plan of action for correcting any problems in acquiring technical support.

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain non-profit corporations, etc.) may participate in state purchasing contracts. The contractor therefore must agree to sell to these local public procurement units at the option of the participants. Unless otherwise stated, all standard and special terms and conditions listed within the contract must be equally applied to such participants.

1.13 Reseller List

Oce must complete and return to OSP the following information for EACH Reseller being referred to participate on the State Program. OSP reserves the right to determine the appropriateness of the Reseller being recommended to participate in the Reseller Support Program.

Company Name			
Oce / Copy Systems			
Primary Contact Name			
Jean Bukhalter			
Primary Contact Phone			
501 / 376-2679 X227			
Primary Contact Email			
jbukhalter@newcopiers.net			
Physical Address			
721 West 9th St.			
City: Little Rock		State: AR	Zip: 72201
Company Name			
Primary Contact Name			
Primary Contact Phone			
Primary Contact Email			
Physical Address			
City:		State:	Zip:
Company Name			
Primary Contact Name			
Primary Contact Phone			
Primary Contact Email			
Physical Address			
City:		State:	Zip:

Arkansas Standard Terms & Conditions

1. **General:** Any special terms and conditions negotiated in the above contract override these standard terms and conditions. The standard terms and conditions and any special terms and conditions included above become part of any contract entered into if any or part of the negotiated contract is accepted by the State of Arkansas.
2. **Acceptance and Rejection:** Does not apply to this contract form, and therefore has been deleted.
3. **Bid Submission:** Does not apply to this contract form, and therefore has been deleted.
4. **Pricing Discounts:** Pricing Discounts are firm and not subject to change unless otherwise specified in the contract.
5. **Quantities:** The quantities stated in the term contracts are estimates only, and are not guaranteed. The State may order more or less than the estimated quantity on term contracts.
6. **Brand Name References:** Does not apply to this contract form, and therefore has been deleted.
7. **Guaranty:** All items provided by the reseller shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the contract. The manufacturer hereby guarantees that everything furnished by the reseller hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The manufacturer further guarantees that if the items furnished hereunder are to be installed by the reseller, such items will function properly when installed. The manufacturer also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The manufacturer's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **Samples:** Does not apply to this contract form, and therefore has been deleted.
9. **Testing Procedures for Specifications Compliance:** Does not apply to this contract form, and therefore has been deleted.
10. **Amendments:** This contract cannot be altered or amended after the contract award except as permitted by regulation and law.
11. **Taxes and Trade Discounts:** Does not apply to this contract form, and therefore has been deleted.
12. **Award: Term Contracts:** A Contract Award will be issued to the Manufacturer, Manufacturer. The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from an ordering agency to an Authorized Participating Reseller.
- Firm Contracts:** Does not apply to this contract form, and therefore has been deleted.
13. **Length of Contract:** The contract will show the period of time the term contract will be in effect.
14. **Delivery on Firm Contracts:** Does not apply to this contract form, and therefore has been deleted.
15. **Delivery Requirements:** Does not apply to this contract form, and therefore has been deleted.
16. **Storage:** Does not apply to this contract form, and therefore has been deleted.
17. **Default:** Does not apply to this contract form, and therefore has been deleted.
18. **Variation in Quantity:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **Invoicing:** The reseller shall be paid upon the completion of all of the following:
 - a) Submission of an original and the specified number of copies of a properly itemized invoice showing the contract and purchase order numbers,
 - b) Delivery and acceptance of the commodities and
 - c) Proper and legal processing of the invoice by all necessary state agencies.
 - d) Invoices must be sent to "Invoice To" point shown on the purchase order.
20. **State Property:** Does not apply to this contract form, and therefore has been deleted.
21. **Patents or Copyrights:** The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **Assignment:** Any contract entered into pursuant to this negotiation is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **Other Remedies:** In addition to the remedies outlined herein, Manufacturer and the state have the right to pursue any other remedy permitted by law or in equity.
24. **Lack of Funds:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal cognition to the contractor by the state. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.

25. **Discrimination:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows
- a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
 - b) In all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
 - c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
 - d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
 - e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or contractor.
26. **Contingent Fee:** The manufacturer guarantees that they have not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **Antitrust Assignment:** As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the bidder named on the front of this Invitation for Bid, acting herein by the authorized individual or its duly authorized agent, hereby, assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **Disclosure:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material if the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

Item Numbers:			
Item Number	DESCRIPTION	SRP	State Pricing
	SP-07-0155 Pricing		
ECSK02010	ScanStation v4 for Océ cmxx2x series with 10 lic. Desktop and 1 lic Microsoft SharePoint Connector for 1 year contract	\$3,695	\$4,324
ECSK02030	ScanStand Accessory Box - must be ordered with each ScanStation	\$500	\$500
98IS	Required; eCopy ScanStation OP setup, configuration, initial operation training includes: (not commissionable) Install eCopy ShareScan OP for ScanStation Configure eCopy ShareScan OP Install eCopy Scan to Desktop on up to ten (10) users PCs Configure eCopy Scan to Desktop Test ScanStation and Scan to Desktop for successful scan to desktop usage Basic Training for eCopy Scan to Desktop Users, how to use eCopy ScanStation at MFP; how to scan to desktop, scan to fax and scan to e-mail, how to file and retrieve document from Desktop application Start up ShareScan Administrator Training for Customer designated Administrator Additional training available through Customer Education Services in half day increments (q) \$895 per half day. Training for additional Administrators and users (above initial 10) can include how to use advanced features of eCopy ScanStation and eCopy Desktop	\$1,450	\$1,450
DLFX	Delivery and installation (required if eCopy installation occurs on MFP already installed at customer site, not required if eCopy included with MFP order and installation) (not commissionable) eCopy Desktop Packs	\$150	\$150
ECSK00100	eCopy Desktop v9 5-user for 1 year contract	\$795	\$823
ECSK00140	eCopy Desktop v9 20-user for 1 year contract	\$3,180	\$4,480
ECSK00160	eCopy Desktop v9 50-user for 1 year contract eCopy Desktop Volume Pricing (pricing is per seat)	\$7,250	\$8,338
ECSK00180	eCopy Desktop v9 Volume Pricing 251-500 users for 1 year contract	\$125	\$144
ECSK00190	eCopy Desktop v9 Volume Pricing 501-1,000 users for 1 year contract Connectors and Services	\$99	\$114
ECSK00300	eCopy Connector for Documentum Content Server for 1 year contract	\$1,195	\$1,374
ECSK00320	eCopy Connector for Livelink ECM - eDOCs DM(formerly Hummingbird) for 1 year contract	\$1,195	\$1,374
ECSK00340	eCopy Connector for Interwoven WorkSite for 1 year contract	\$1,195	\$1,374
ECSK00360	eCopy Connector for Livelink ECM - Enterprise Server for 1 year contract	\$1,195	\$1,374
ECSK00380	Cost Recovery Service for 1 year contract	\$1,195	\$1,374
ECSK00400	Bates Numbering Service for 1 year contract	\$1,195	\$1,374

Item Numbers:			
Item Number	DESCRIPTION	SRP	State Pricing

ECSK02020	ScanStation v4 for Océ emx2x series with 10 lic. Desktop and 1 lic Microsoft SharePoint Connector for 3 year contracts	\$3,318	\$5,205
ECSK02030	ScanStand Accessory Box - must be ordered with each ScanStation	\$500	\$500
98IS	Required, eCopy ScanStation OP setup, configuration, initial operation training includes: (not commissionable) Install eCopy ShareScan OP for ScanStation Configure eCopy ShareScan OP Install eCopy Scan to Desktop on up to ten (10) users PCs Configure eCopy Scan to Desktop Test ScanStation and Scan to Desktop for successful scan to desktop usage Basic Training for eCopy Scan to Desktop Users; how to use eCopy ScanStation at MFP; how to scan to desktop, scan to fax and scan to e-mail; how to file and retrieve document from Desktop application Start up ShareScan Administrator Training for Customer designated Administrator Additional training available through Customer Education Services in half day increments @ \$895 per half day. Training for additional Administrators and users (above initial 10) can include how to use advanced features of eCopy ScanStation and eCopy Desktop	\$1,450	\$1,450
DLFX	Delivery and installation (required if eCopy installation occurs on MFP already installed at customer site, not required if eCopy included with MFP order and installation) (not commissionable)	\$150	\$150
eCopy Desktop Packs			
ECSK00110	eCopy Desktop v9 5-user for 3 year contracts	\$727	\$1,084
ECSK00150	eCopy Desktop v9 20-user for 3 year contracts	\$2,905	\$4,336
ECSK00170	eCopy Desktop v9 50-user for 3 year contracts	\$6,597	\$9,861
eCopy Desktop Volume Pricing (pricing is per seat)			
ECSK00240	eCopy Desktop v9 Volume Pricing 251-500 users for 3 year contracts	\$113	\$170
ECSK00250	eCopy Desktop v9 Volume Pricing 501-1,000 users for 3 year contracts	\$90	\$147

Item Numbers:			
SP-07-0155 Pricing			
Item Number	DESCRIPTION	SRP	State Pricing
Connectors and Services			
ECSK00310	eCopy Connector for Documentum Content Server for 3 year contracts	\$1,087	\$1,624
ECSK00330	eCopy Connector for Livelink ECM - eDOCs DM (formerly Hummingbird) for 3 year contracts	\$1,087	\$1,624
ECSK00350	eCopy Connector for Interwoven WorkSite for 3 year contracts	\$1,087	\$1,624
ECSK00370	eCopy Connector for Livelink ECM - Enterprise Server for 3 year contracts	\$1,087	\$1,624
ECSK00390	Cost Recovery Service for 3 year contracts	\$1,087	\$1,624
ECSK00410	Bates Numbering Service for 3 year contracts	\$1,087	\$1,624

Item Numbers:			
Item Number	DESCRIPTION	SRP	Min
Maintenance & Support (M&S)			
ECSK00M21	1 Yr M&S Contract for ScanStation	\$629	\$629
ECSK00M31	1 Yr M&S Contract for eCopy Desktop 5-User	\$119	\$119

ECSK00M51	1 Yr M&S Contract for eCopy Desktop 20-User	\$477	\$477
ECSK00M61	1 Yr M&S Contract for eCopy Desktop 50-user	\$1,088	\$1,088
ECSK00M71	1 Yr M&S Contract for Volume Price 251-500 eCopy Desktop (price per PC)	\$19	\$19
ECSK00M81	1 Yr M&S Contract for Volume Price 501-1,000 eCopy Desktop (price per PC)	\$15	\$15
ECSK00M01	1 Yr M&S Contract for Connector License	\$179	\$179
	Océ Professional Services		
98UT	Advanced Customer Training - 1/2 Day	\$875	\$875
	Installation, setup and training for additional connectors, eCopy services (Cost Recovery Service, Bates Stamping Service) and integration services will be on scope of work basis. Please contact your RSC to determine these charges.	Contact RSC for quote	Contact RSC for quote
	Custom training sessions	Contact RSC for quote	Contact RSC for quote
	System integration (customizing workflow scripts, integration into customer EDMS)	Contact RSC for quote	Contact RSC for quote