



STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

<i>Purchase Order No.</i>	<i>Rev.</i>	<i>Date</i>
62055		6/13/2008

Form GSOP 1-PIN (04/98)

<i>Supplier No.</i>	<i>Solicitation No.</i>	<i>Delivery Date</i>	<i>FOB Point</i>	<i>Invoice Terms</i>
810878	56911	As Specified	Destination	N45
<i>S</i> DEPT OF CONSUMER AFFAIRS <i>h T</i> CONTRACTORS ST LICENSE BD <i>i o</i> 9821 BUSINESS PARK DRIVE <i>p</i> SACRAMENTO, CA 95827 Attn: DEBBIE SHAFFER		<i>C</i> CONSUMER AFFAIRS B-03 <i>h a T</i> CSLB-ACCOUNTING <i>r o</i> PO BOX 26000 <i>g e</i> SACRAMENTO, CA 96827		
<i>Agency Billing</i>		<i>Agency Purchase Estimate</i>	<i>Purchase Estimate</i>	<i>Revision</i>
57401		7401E21057	67282	0
<i>Agency Contact</i>		<i>Phone</i>	<i>Date Received</i>	
BILL PEQUINOT		916-574-7293		

NEARSTAR, INC
410 E MAIN STREET
LEWISVILLE, TX 75057
Attn: CHRIS PARKER

Phone: 972-221-4068

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<u>TERMS AND CONDITIONS:</u>						
(SEE ATTACHED STD 213)						
1	2	EA	7090-000-0009-8	SOFTWARE LICENSE & MAINTENANCE (AS DESCRIBED) 2-Year Software Licensing and Maintenance Support	11,400.0000	22,800.00
2	38	EA	7090-000-0003-7	SOFTWARE LICENSE Additional Printer Licenses	394.7400	15,000.12
3	100	EA	9091-250-0051-6	SOFTWARE SUPPORT 100 Hours of Professional Software Support Services	175.0000	17,500.00
<u>Total Value:</u>						<u>55,300.12</u>
<u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u>						
This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 11100608312582						

Sales and/or use tax to be extra unless noted above

<i>Buyer</i>	<i>Phone</i>	<i>BOC Number</i>
DIANA MERCADO	916-375-4430	

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

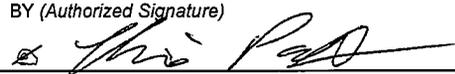
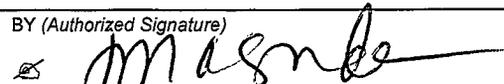
	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER 9I-0409-DCA-HQ1	AGREEMENT NUMBER 030-4512-7

1. This Agreement is entered into between the State Agency and the Contractor named below
- | | |
|---|--|
| <small>STATE AGENCY'S NAME</small>
Department of Consumer Affairs, Contractors State License Board | <small>(hereafter called State)</small> |
| <small>CONTRACTOR'S NAME</small>
NearStar, Inc. | <small>(hereafter called Contractor)</small> |
2. The term of this Agreement is: June 1, 2008 or Upon Approval, whichever occurs later through May 31, 2010
3. The maximum amount of this Agreement is: \$55,300.00 (Fifty Five Thousand Three Hundred Dollars and No Cents)
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)	
Exhibit A-1 Technical Profiles	1 page(s)	
Exhibit B – Budget Detail and Payment Provisions	1 page(s)	
Exhibit C* – General Provisions- Information Technology http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf	GSPD-401IT (Number)	<u>4/12/2007</u> (Dated)
Exhibit D* – Information Technology Software Special Provisions www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf		<u>1/21/2003</u> (Dated)
Exhibit E* - Information Technology Purchase Special Provisions http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf		<u>2/08/2007</u> (Dated)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> NearStar, Inc.		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small> 5/13/08	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> CHRIS PARKER, Vice President, Sales and Marketing		
<small>ADDRESS</small> 410 E. Main Street Lewisville, TX 75057		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt
<small>AGENCY NAME</small> Department of Consumer Affairs, Contractors State License Board		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small> 5-15-08	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> JUDY MASUDA, Business Services Officer		
<small>ADDRESS</small> 1625 North Market Blvd., S-103 Sacramento, CA 95834		

SCOPE OF WORK

1. The Contractor shall provide the Department of Consumer Affairs (DCA), Contractors State License Board (CSLB) with software licensing and maintenance support as described herein.
2. The services shall be performed at the DCA, CSLB, located at 9821 Business Park Drive, Sacramento, CA 95827.
3. The services shall be performed during the hours of 8:00 a.m. through 5:00 p.m., Pacific Standard Time, Monday through Friday, except State holidays.
4. The project coordinators during the term of this agreement will be:

Department of Consumer Affairs
Contractors State License Board
Name: Debbie Shaffer
Phone: (916) 255-3919
Fax: (916) 255-4054
Email: dshaffer@cslb.ca.gov

NearStar, Inc.
Name: Chris Parker
Phone: (972) 221-4068, Ext. 207
Fax: (214) 594-0138
Email: chrisparker@nearstar.com

Direct all agreement inquiries to:

Department of Consumers Affairs
Contracts Unit
Attention: Bill Pequinot
Address: 1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834
Phone: (916) 574-7293
Fax: (916) 574-8658
Email: william_pequinot@dca.ca.gov

NearStar, Inc.
Name: Chris Parker
Address: 410 E Main Street
Lewisville, TX 75057
Phone: (972) 221-4068, Ext. 207
Fax: (214) 594-0138
Email: chrisparker@nearstar.com

5. The Contractor shall provide the CSLB with thirty eight (38) Additional Printer Licenses.
6. The Contractor shall provide the CSLB with software licensing and maintenance support for the following system software configuration being used for the CSLB Mainframe Printer System.

Quantity	Software Description
1	DataServer Standard Edition Software (Windows) <i>(Includes six (6) printers)</i>
42	Additional Printer (less than 50ppm)
1	DataDoc
1	Development System

7. The Licensing and maintenance support shall include:
 - A. The rights to use software, software upgrades on a yearly basis, and service packs or "bug" fixes as they become available. Yearly software upgrades, service packs or "bug" fixes shall be available by web link.

B. Toll free telephone Help Desk support provided by NearStar staff trained and certified to support the printer system software. The toll free number (866) 399-7827 ext. 202 shall be available 8 a.m. to 12am central time, Monday through Friday excluding holidays to report printer system problems. Incidents may also be reported to NearStar by email at support@nearstar.com.

8. Response time shall be provided as indicated in the following table.

Receipt of Reported Incident	Type of Incident	Target Response Time (From Time of Reported Incident)	Target Fix Time & Reporting
During Regular Business Hours or Other Times	Level I Standard Problem	Within one (1) business day of reported incident	Commercially reasonable efforts with weekly status reports to Licensee
During Regular Business Hours	Level II Severe Problem	Within two (2) hours	Commercially reasonable efforts with daily status reports to Licensee
During Other Times	Level II Severe Problem	Within four (4) hours	Commercially reasonable efforts with daily status reports to Licensee
Professional Consulting	Level I Standard Problem	Within five (5) business days	At a date and time mutually agreed upon by the Contractor and CSLB

9. The Contractor shall log each service request into their database and a call incident reference number will be assigned. All detailed information, updates and actions regarding the problem shall be maintained in this database. The incident will stay open until the problem is resolved. Upon request of the CSLB, and at no additional cost to the CSLB, the Contractor shall generate a report that describes the actions taken to resolve the problem.

10. Priority Levels and Response Times: "Response" is defined as the time between the CSLB's notification for maintenance support, and time the Contractor begins to work towards resolution of the problem.

A. The Contractor shall respond to each Response Level as follows:

Priority I – Standard Problem: A material failure of the software to conform to its functional specifications as described in the applicable documentation, which failure is demonstrable in the environment for which the software was designed and causes it to be inoperable, to operate improperly in the environment for which it was designed, or produces results different from those described in the application documentation. Failures resulting from Licensee's negligence or improper use of the software, modification or damage to the Software by Licensee, and Licensee's use of the Software on a CPU or with an operating system other than the designated platform or in combination with any third party software not provided by NearStar or identified as compatible by NearStar, are not considered errors.

Priority II – Severe Problem: Any error that prevents the use of a critical feature of the software, or makes that feature very difficult to use, for which there is no workaround.

B. The following CSLB personnel are authorized to initiate a maintenance and support service request, and shall be responsible for identifying the Contractor's Response Priority upon notification of a service request.

- 1) Debbe Phelps
- 2) Nancy Farnsworth

11. On an as needed basis and only upon the request of the CSLB, the Contractor shall provide professional consulting for installation and/or integration of software upgrades, service packs, and "bug" fixes.
 - A. Professional service consulting will be provided only upon the request of the CSLB, at a date and time mutually agreed upon by the CSLB and the Contractor.
 - B. All professional services consulting shall be performed by a NearStar certified consultant.
 - C. When professional consulting is required, the CSLB and the Contractor shall develop a Project Plan detailing the tasks to be performed and the criteria that must be met by the professional consultant(s) for successful completion of the task(s).
 - D. The professional services consultant(s) must provide the following deliverables for each task performed to the CSLB Project Manager:
 - i. Weekly timesheets with a written explanation of status on the task assignment as outlined in the Project Plan.
 - ii. Documentation of completed and tested installation and/or integration of the software upgrades, service packs, "bug" fixes, and tested mainframe printer system to operate as outlined in the Project Plan.
 - E. The Contractor shall only bill for tasks completed as outlined in the approved project plan. In the event the Contractor's consultant(s) completes a task in less than the number of hours allotted for the task as outlined in the project plan, the Contractor shall only charge for the actual time incurred.
12. The CSLB shall provide the Contractor with the workspace, network, and telephone connectivity including physical and remote access to the CSLB Mainframe printer System software and hardware as needed to provide maintenance and support as outlined herein.
13. Travel: Any travel expenses incurred by the Contractor shall not be paid by the CSLB.
14. Security: The Contractor shall comply with state administrative, physical and technical security controls to ensure all of the state's security requirements are met. In addition, it may become necessary for the Contractor personnel assigned to perform services as outlined herein read and acknowledge DCA/CSLB policies and guidelines (i.e., acceptable use of information technology systems, information security, etc.). Current DCA/CSLB policies and guidelines shall be provided to the Contractor when necessary.

Solutions Support Staff: Technical Profiles

Jason Waggoner

Jason Waggoner is the Chief software architect and co-founder of NearStar, Mr. Waggoner is a print applications specialist with over 20 years experience developing software solutions for high volume transactional print operations.

Currently Vice President of Software Development, Mr. Waggoner is experienced in leading multi-national software development teams in building highly complex, mission critical, software systems.

Twenty Years software development experience in C, C++, and Java. Ten years experience managing and leading software development teams. Five years experience in IBM host environments, 15 Years Unix experience, 20 years Windows & MS DOS based PC systems experience, 15 years TCP/IP, 9 years DataServer Print Management Software, 4 years DataDoc composition.

Bill Sanders

Bill Sanders is the co-founder and President of NearStar headquartered in Lewisville, Texas.

Bill has been actively involved in the industry for over 30 years. Bill started his career in 1976 working for Xerox Corporation in Northern VA. After spending 11 years as a specialist on Xerox printing systems products in Northern VA and San Francisco Bay Area, Bill accepted a position in El Segundo, CA to work in Engineering on new product development and later moved to Dallas, TX to work as a developer to adapt Xerox products to new emerging markets.

After 16 years as a printing systems specialist/engineer within Xerox Corporation, Bill left Xerox to start his own consulting company in 1992. During his career, Bill realized that the major vendors in the printing marketplace were not taking the challenge to be true innovators to address customer specific requirements. As an independent integrator and consultant, Bill began to adapt vendor products to address this market niche. In 1999, Bill Co-Founded NearStar to develop flexible and extensible products to address customer specific requirements using latest technologies. NearStar has been an innovator using latest technologies such as Java, PostScript, PDF, adapting legacy applications to utilize their customers current and future financial investments of equipment, and addressing workflows to optimize the operations of print and mail facilities.

15 years TCP/IP, 9 years DataServer Print Management Software, 4 years DataDoc composition.

Al Guenther (NearStar Support Manager)

Over 20 years experience with Xerox LCDS (IBM3211) and Networked Printers. Jobs inside of Xerox included customer and technical support.

5 years experience supporting NearStar DataServer products across multiple platforms providing print solutions for a wide array of print devices and output management. Includes customer support, training, installation and troubleshooting issues to resolution.

10 years TCP/IP, 5 years DataServer Print Management Software, 2 years DataDoc composition.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Contractors State License Board
Attention: Debbie Shaffer
Agreement No.: 030-4512-7
P.O. Box 26000
Sacramento, CA 95827

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

5. **COST BREAKDOWN:**

A. Two (2) years of Software Licensing and Maintenance Support	\$22,800.00
38 Additional Printer Licenses	\$15,000.00
100 Hours of Professional Consulting @ \$175.00/hour	\$17,500.00
Total Agreement Amount	<u>\$55,300.00</u>

- B. Fiscal Year Breakdown:

FY 2007/08	\$38,530.00
FY 2008/09	\$ 8,010.00
FY 2009/10	<u>\$ 8,760.00</u>
	\$55,300.00