



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Purchase Order No.	Rev.	Date
62230		6/30/2008

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
773149	57130	As Specified	Destination	N45
S DEPT OF GENERAL SERVICES h T OFC OF STATE PUBLISHING i o 344 N. 7TH STREET P SACRAMENTO, CA 95811		C GENERAL SERVICES P-06 h a T OFS OF STATE PUBLISHING r o (SAME AS SHIP TO ADDRESS) g e		
Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision	
30090	3118601	67080	2	
Agency Contact		Phone	Date Received	
STEPHANIE COUNTS		916-324-6879		

ELECTRONICS FOR IMAGING INC
303 VELOCITY WAY
FOSTER CITY, CA 94404
Attn: RUSSELL ANTHONY

Phone: 408-445-0186

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p>TERMS AND CONDITIONS:</p> <p>THE ATTACHED STATEMENT OF WORK, CONSISTING OF TWELVE (12) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf</p> <p>IT Purchase Special Provisions, Effective 02/08/2007 http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial020807.pdf</p> <p>IT Software License Special Provisions, Effective 01/21/03 http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf 1-03.htm</p> <p>IT Personal Services Special Provisions, Effective 02/08/07 http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial0208071-21-03.htm</p>						
1	1	EA	7090-000-0003-7	SOFTWARE LICENSE Logic SQL Quick Quote Module	0.0100	0.01
2	1	EA	1096-000-0912-4	SOFTWARE APPLICATION (AS DESCRIBED) PrinterSite Exchange V3.0 Base Software Kit	22,000.0000	22,000.00
3	1	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) Advanced Automated Pricing	9,000.0000	9,000.00
4	1	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) Credit Card Billing	5,000.0000	5,000.00

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

Buyer Diana Mercado	Phone 916-375-4430	BOC Number
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Jon Abeyt

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

Purchase Order No.	Revision	Date	Supplier No.	Supplier Name
62230		6/30/2008	773149	ELECTRONICS FOR IMAGING INC

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
5	1	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) PSE VDP Module for Fusion Pro	9,500.0000	9,500.00
6	1	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) EFI MIS Connector	0.0100	0.01
7	2	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) Additional Storefronts (5-Pack)	0.0100	0.02
8	1	EA	7090-000-0007-4	SOFTWARE MAINTENANCE (AS DESCRIBED) One Year Software Maintenance/Technical Assistance with Updates, Upgrades, and/or Upgrade Insurance Plan	7,950.0000	7,950.00
9	40	EA	9090-250-0109-8	INSTALLATION (AS DESCRIBED) Profession Services Advanced Implementation (40 hours)	200.0000	8,000.00
10	3	EA	9090-250-0110-4	TRAINING (AS DESCRIBED) Professional Services Advanced Automated Pricing (3 days On-Site)	0.0100	0.03
11	2	EA	9090-250-0110-4	TRAINING (AS DESCRIBED) Professional Services Fusion Pro Training (2 Days On-site)	1,500.0000	3,000.00
12	8	EA	9090-250-0109-8	INSTALLATION (AS DESCRIBED) Internet and Phone Based Services Implementation Planning (8 hours)	0.0100	0.08
13	5	EA	9090-250-0109-8	INSTALLATION (AS DESCRIBED) On-site Logic to PrinterSite Exchange Intetgration Implementation (5 days)	0.0100	0.05
14	4	EA	9090-250-0110-4	TRAINING (AS DESCRIBED) Internet Based Training for QuickQuote Module (4 hours)	0.0100	0.04
Total Value:						64,450.24

This purchase order is being awarded on September 26, 2008 pursuant to Government Code Section 13332.17. Any encumbrances made pursuant to this purchase order shall be construed to have been made on the last day of the preceding fiscal year.

TAX:

There will be no items shipped and no tax charged against this Purchase Order.

CHANGE ORDERS:

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

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<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62230		6/30/2008	773149	ELECTRONICS FOR IMAGING INC

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing, change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 17600908334887</p>						

**DEPARTMENT OF GENERAL SERVICES
OFFICE OF STATE PUBLISHING**

STATEMENT OF WORK

Printer Site Exchange Software

This Statement of Work ("Agreement") reflects the product and services to be provided by Electronics for Imaging, Inc., hereinafter referred to as the "Contractor," for the Department of General Services (DGS), Office of State Publishing (OSP), hereinafter referred to as the "OSP".

This Agreement is for the procurement, installation, training and maintenance of Printer Site Exchange Software.

PERIOD OF PERFORMANCE

The term of this Agreement begins on the contract execution date and will continue for one-year after acceptance of the System. Upon thirty (30) calendar day's prior notice, the OSP may, at its sole discretion, extend the term of this Agreement an additional twelve (12) months, or portions thereof, for a maximum of sixty (60) months total. Should the OSP exercise the Option(s) to extend, the Contractor's rates for the additional years will not exceed a five percent escalation each year.

The Contractor shall not be authorized to deliver or commence performance of services as described in this Agreement until written approval has been obtained from the OSP's Primary Contact. No delivery or performance of service may commence prior to the execution of the Agreement.

CONTRACTOR REQUIREMENTS

The OSP will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by this Agreement, except as specifically preauthorized in writing by the OSP.

Installation & Configuration

- Upon receipt of an official State purchase order the Contractor will deliver the System within 40 calendar days (approximately 8 weeks).
- Upon receipt of an official State purchase order the Contractor must submit a detailed schedule for the implementation of all requirements within 10 business days. The Contractor must provide on-site, certified software engineers, capable of skillfully installing the software. They shall conduct installation tests to ensure that the software is fully operational and ready for acceptance testing.
- Contractor may choose to utilize these personnel to assist OSP in passing the acceptance tests required for acceptance at no additional cost to OSP.
- OSP reserves the right to delay the installation, configuration, or training, of the Web Store Front at no additional cost to the State based upon the scheduling needs of the OSP.

Configure Contractor Supplied Software

- If the Contractor utilizes remote diagnostics, the Contractor must provide secure connections for remote diagnostics such as: WebEx or CITRIX which may be utilized for phone support and/or to receive updates. This connection must be approved by the DGS Chief Information Officer before installation.
- Upon receipt of official State purchase order, the Contractor is required to provide high level architecture and technical requirement documentation (how the system is supposed to work) within 10 business days. An Entity Relationship Diagram (ERD) in electronic format is also required.
- Contractor must be on-site at OSP for all workflow process and data table population meetings that will be used to configure the System software solution.
- OSP will provide and arrange for any Contractor specified connections to the Local Area Network used by OSP. Contractor must specify bandwidth speed requirements for application.

Training

- Contractor will provide technical and system administration training and training manuals for 6 staff at the OSP facility. OSP expects to have two (2) groups of 3 staff each, trained immediately after all software has been installed and configured, including populating any pricing tables, etc. that the System Administrator may need technical assistance with. Contractor must provide a minimum of 30 hours training to each group to effectively enable the OSP staff to understand and efficiently utilize the software. Therefore, the Contractor must provide a minimum total of 60 hours, on-site training, with the groups to accomplish this.
- Provide approximately 25 OSP customer service representatives (CSR) with System training. Upon completion of training, CSR staff should be able to train/assist OSP customers in the usage of the System.

Business Practice Requirements

- General Documentation: For all software proposed, the Contractor must agree to provide to OSP all copies of the documentation that accompanied the product at purchase.
- Third-Party Software Licensing: The OSP recognizes that the Contractor may include third party software within the System. All such software must be purchased by the Contractor and licensed to the OSP for use with the Contractor's system in a production and a test environment.

System Performance Test

The objective of this test is to insure that the software is operating consistently in a production environment to its stated performance specifications, without excessive downtime during normal production workloads.

This test will be considered successful when two (2) consecutive calendar weeks have

elapsed after the successful completion of the installation, configuration and training without more than one (1) hour of production delay due to any malfunction of the software provided by the Contractor. Routine or planned system maintenance items performed will not be counted as Contractor 'downtime' during this test period. Should any one or combination of malfunctions exceed one (1) hour delay during the test period, the test period will start all over again. Hardware failures determined not to be caused by the System software will not be counted as 'downtime' for the purposes of the System Performance Test.

Production Performance Test

The Production Performance Test will consist of OSP/DGS staff going down the list of System Requirements and checking that all mandatory requirements have been met. This includes all customization, configuration and the interface to Logic. The Contractor is invited to attend the testing and may assist at no additional cost to OSP. Glitches in configuration or operation that are deemed to be unacceptable by OSP staff will be remedied by the Contractor at no additional cost to OSP.

Acceptance

The System software will be deemed "Accepted" by the OSP when both System Performance Test and Production Performance Test have been successfully completed.

The OSP will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement. Should the work performed or the products produced by the Contractor fail to meet the OSP's minimum conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

- The OSP will notify the Contractor in writing within five (5) business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
- The Contractor will, within five (5) business days after initial problem notification, respond to the OSP by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the OSP initial problem notification within the required time limits may result in immediate contract termination, provided, however, that in the event of such termination, OSP shall pay for all work completed by Contractor prior to the effective date of termination.
- The OSP will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the OSP rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the OSP notification of rejection by

submitting a revised corrective action plan within the required time limits may result in immediate contract termination, provided, however, that in the event of such termination, OSP shall pay for all work completed by Contractor prior to the effective date of termination.

- The OSP will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate contract termination, provided, however, that in the event of such termination, OSP shall pay for all work completed by Contractor prior to the effective date of termination.

Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the OSP's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the project manager will determine the level of severity, and notify the appropriate OSP personnel. The OSP personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The OSP personnel include, but are not limited to the following:

- First level, the Project Manager
- Second level, the State Directorate

Combined Stay Ahead Technical Contract and Workflow Support Contract

The Contractor must provide a Stay Ahead Technology Contract for keeping the System software current. The stay-ahead technology contract will provide for a five (5) percent discount on upgrades and a free software upgrade once per year, provided however, that OSP must be current on its maintenance agreement and fees with Contractor. These services are to be completed according to the terms listed in the project's maintenance service requirements (Appendix A). OSP will provide adequate storage space and protection for any spare parts the supplier deems necessary to have on site to comply with the warranty and service terms. The Workflow Support Contract covers ongoing support issues, support and maintenance for all System software starting from the date that the System is accepted.

Combined Service Warranty and Maintenance Agreement

The Contractor will provide a continuous service warranty and maintenance agreement for all software effective the date the System is accepted.

SYSTEM REQUIREMENTS

1	OSP personnel will use the Logic SQL management information system (MIS) to record all job activities and materials for billing, scheduling, shipping and inventory management purposes. Therefore, the System application must dynamically interface with Logic SQL to obtain a Logic job number and either transfer or receive all required Logic SQL fields. This must also include interfacing with the Scheduling Module of Logic so that the scheduling CSR for Digital Print is aware of the workload and can move jobs from one printer to another for greatest efficiency. The interface must be functionally equivalent to that provided by EFI for interfacing with EFI's Digital Storefront.
2	Job cost estimates (quotes) must be made using the interface to the Logic SQL MIS with Logic's "Quick Quote" Module and may not take longer than 2 seconds to get back to the online customer for all Digital Print jobs.
3	The System must have the ability to recognize when a job is not a good fit for Digital Print (such as too big a page size, or multiple spot colors ran as PMS solid colors, or run length too long, etc.; all limits set by the store front administrator). The System should take in the job and automatically inform the customer that the job is being referred to a specialist and send (e-mail) the complex job specs to a CSR or specified e-mail group for a manual quote.
4	Contractor must provide a print driver/print application for client usage that is (Windows Vista [Vista when available], Windows XP, 2000, Macintosh OS 9.2, OS X 10.3 & above compatible) capable of producing "print ready" PDF's that will then forward the PDF to OSP's System for printing of new jobs. (PDF's must include fonts & hi-resolution images at 150dpi for digital printing and 300 dpi for offset printing). After a one time install of the special print driver/app, the user (OSP client) chooses "File-Print", selects the newly installed print driver (branded the name the web store front or whatever OSP decides), and clicks "OK". Their file is converted to PDF by the special print driver/app, and the file is automatically uploaded to the System. Then the user's standard web browser opens automatically to the branded System web site for entering job specifications.
5	For the purposes of uploading files other than through the print driver/print app, the System must be able to accept and send to a specified path/location, all submitted native desktop files, compressed files and other files such as; Adobe InDesign, Adobe Illustrator, Adobe Pagemaker, Adobe Photoshop, Quark Xpress, .Zip, Stuffit, and encrypted files (web store front will not be required to un-compress or un-encrypt files).
6	System must run on a Windows 2003 Server.
7	System application must run under MS-IIS web application server software.
8	If the System application utilizes an external database, the database must be able to be run on SQL Server 2000, 2005 or Oracle 9i.
9	Catalog template-based ordering (For business cards, reprints, etc.) Each store front will have its own unique catalog.
10	Online catalogs must support non-print items. (Fulfillment inventoried Items with unit pricing)
11	Job ticket specifications must be easily modified by OSP for changes in quantity, finishing, etc.

12	Online catalog has job specifications ticket information associated with each template.
13	Ability for OSP to create templates & specify custom production & finishing requirements for custom branded store front catalogs.
14	Soft proof as low resolution PDF (web resolution 96-72dpi) for customer to review on computer monitor and approve.
15	Single and multi document order submission, i.e.: multiple components within the same job.
16	Template driven variable data input. (Client sends database files to merge with templates. No limit to the number of records in the database files.)
17	Ability for customer to input/specify finishing options from drop-down menus or iconic views. (at least 100 views or menu items)
18	Ability for customer to input/specify template driven variable data/mass mail options from drop-down menus or iconic views.
19	Ability for customer to specify job priority such as when job is needed, if job is needed ASAP or RUSH then additional charges will apply, e-mail to System administrator about rush job.
20	Order-confirmation via e-mail sent to customer.
21	Clients can query order status 24/7.
22	Order-completion status e-mail sent to customer.
23	For archival purposes there needs to be a mechanism or procedure for including the electronic job specifications ticket with the job files.
24	Ability to print paper job tickets (human readable instructions) for job jacket that will follow job through the prepress, printing and finishing processes.
25	<p>Ability for potential customers to register online <u>with approval from OSP personnel</u>. Registration fields must at least include:</p> <ul style="list-style-type: none"> ▪ first name ▪ last name ▪ agency (from drop-down list) ▪ department/unit ▪ IMS code (for shipping, a six character alphanumeric field) ▪ agency billing code ▪ street address ▪ city ▪ zip code ▪ phone ▪ alternate phone ▪ FAX ▪ e-mail address ▪ supervisor's name ▪ supervisor's phone

26	Ability for customer to input/specify all job specs including, but not limited to: <ul style="list-style-type: none"> ▪ date needed ▪ number of copies ▪ paper ▪ ink color(s) ▪ number of pages ▪ paper size ▪ paper type, etc.
27	Hands on technical/system administration training must occur at OSP for 6 employees.
28	CSR (marketing & sales) training at OSP for 30 employees.
28	Must be compatible with all popular web browsers for both PC and Macintosh systems such as; Microsoft Internet Explorer, Netscape, Mozilla, Apple Safari, etc.
30	Client information stored by the web store front must be accessible or viewable only to clients that have permission to access that specific account.
31	Catalog templates compatible with FusionPro 3.1 or later version.
32	The System must be compliant with Section 508 of the American Disabilities Act by June 31, 2009.
33	The System must have a credit card payment option that complies with current Payment Card Industry Data Security Standards and encryption tools. OSP may elect to initially not implement this function, but it must be available with pricing included in the solution.
34	PDF and electronic job specifications "ticket" should be printer independent so that a job can be redirected to any digital printer/press or Computer-to-Plate device for lithographic printing.
35	JDF compliant job ticket (available 2009).
36	Address book or database of client info. (gathered from initial logon registration requesting access)
37	Order-completion status e-mail sent to customer with shipment tracking number.

BILLING INSTRUCTION

Upon OSP acceptance of the System, Contractor shall submit an invoice in triplicate and shall include the PO number. Optional years support service will be paid upon annual renewal.

The Contractor will submit an invoice to the address below:

Department of General Services
Office of State Publishing
Administration
344 North 7th Street
Sacramento, CA 95814
Attn: Leticia Garcia
Ph: (916) 445-5875

POINTS OF CONTACT

Contractor Primary Contact:

Russell Anthony, Account Executive
303 Velocity Way
Foster City, CA 94404
408-445-0186
Russell.anthony@efi.com

OSP's Primary Contact:

Larry Azvedo
344 N 7th Street
Sacramento, CA 95811
Ph: (916) 445-4126
Email: larry.azvedo@dgs.ca.gov

APPENDIX A

PROJECT MAINTENANCE SERVICE REQUIREMENTS

Contractor shall provide the following services for the term of the Agreement:

1. Contractor must notify OSP's designated contact within one hour of OSP's initial request for service. The Contractor response must include the estimated time of arrival for their designated service person(s) which must be at least next day arrival and less than 8 business hours during a regular 8 a.m. to 5 p.m. business day. Failure to meet this response time will result in a maintenance credit equal to five percent of the monthly maintenance cost.
2. Contractor must provide a guaranteed service response time, not to exceed, four (4) hours from the time a service call is made. This response time is calculated from OSP's initial request for service.
3. Contractor must provide service support for 8 hours per day, for 5 days per week, (Monday – Friday 8:00 am to 5:00 pm) with option to request additional coverage up to 24 hours per day, for 7 days per week during high volume, high priority workload requirements. OSP shall not be billed at a rate greater than the standard amounts billed to large commercial operations running similar Systems and for Saturday or Sunday service.
4. Minor software upgrades (bug fixes, etc) are to be included as part of the Workflow Support Contract.
5. Major software upgrades are to be included (one per year) as part of the Stay Ahead Technology Contract.
6. Technical support must be provided by certified technicians for life of contract.
7. Under the Workflow Support Contract, telephone support will be available 24 hours a day, 7 days a week.
8. If the Contractor utilizes remote diagnostics, the Contractor must provide secure connections for remote diagnostics such as; Webex or Citrix; which may be utilized for phone support and/or to receive updates. This connection must be approved by DGS Chief Information Officer before installation.
9. As part of the regular maintenance, the affected servers should be "ghosted" (mirror image of system hard drive on CD's or DVD's) after completion of acceptance testing. Ghosting of the system drive should be performed by the Contractor whenever changes are made to the System.
10. The Contractor will provide software maintenance/updates for five years following acceptance of the System. First year of maintenance will be paid upon final acceptance and subsequent maintenance will be paid upon the annual renewal date.

11. The Contractor must allow the DGS Office of Technology Resources to: have administrative access to the System. This includes the creation of specific local administrator accounts and the inclusion of whatever domain global groups DGS Office of Technology Resources deems necessary in the local administrators group.
12. The Operating System that the System solution resides on must be kept current with the application of all applicable critical OS software (patches). A schedule for patching and system upgrades must be established pre-approved and mutually agreed upon by OSP and the Contractor. Patching should be done by the DGS Office of Technology Resources staff.
13. The Contractor must provide a Stay Ahead Technology Contract and Workflow Support Contract maintenance/updates for one-year, renewable annually, following acceptance of all equipment systems listed in this Agreement.
14. The System must have anti-virus software installed. The anti-virus definition files must be updated in a timely manner mutually agreed upon by OSP and the primary Contractor. This should be done by the DGS Office of Technology Resources staff.