



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement
PURCHASE ORDER

Purchase Order No.	Rev.	Date
62471		10/22/2009

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
797894	57468	As Specified	Destination	N45

BOWE BELL & HOWELL
1571 HYDE DRIVE
LOS GATOS, CA 95032
Attn: ALFIE KRASTS

S DEPT OF GENERAL SERVICES
h T OFC OF STATE PUBLISHING
i O 344 N 7TH STREET
P SACRAMENTO, CA 95811
Attn: TERRI MARTIN

C GENERAL SERVICES P-06
h T OFS OF STATE PUBLISHING
a T 344 NORTH 7TH STREET
r O SACRAMENTO, CA 95811
g
e

Agency Billing	Agency Purchase Estimate	Purchase Estimate	Revision
30090	3133264	67522	1

Phone: 408-379-0911

Agency Contact	Phone	Date Received
STEPHANIE COUNTS	916-324-6879	

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
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TERMS AND CONDITIONS:

THE ATTACHED STATEMENT OF WORK, CONSISTING OF FIVE (5) PAGES IS PART OF THIS AGREEMENT.

THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.

IT General Provisions, GSPD-401IT Revised and Effective 04/12/2007
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>

Information Technology Purchase Special Provisions (effective 02/08/07)
<http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial020807.pdf>

Information Technology Maintenance Special Provisions (effective 01/21/03)
<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial112103.pdf>

Information Technolgy Software License Special Provisions (Effective 1/21/03)
<http://www.pd.dgs.ca.gov/modellang/Software+Special+Provisions+01-21-03.htm>

1	1	EA	9091-250-0073-5	HARDWARE AND SOFTWARE MAINTENANCE (AS DESCRIBED)	158,894.0000	158,894.00
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Hardware and Software Maintenance to the BOWE ONE System

COST BREAKDOWN

HARDWARE: \$23,610.00

SERVICES: \$0

MAINTENANCE: \$135,284.00

TOTAL: \$158,894.00

Total Value: 158,894.00

FOB DESTINATION:

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

Buyer JOHN MEDEIROS	Phone 916-375-4412	BOC Number
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STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62471		10/22/2009	797894	BOWE BELL & HOWELL

<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>For the purpose of this award, only FOB Destination will be accepted.</p> <p><u>CHANGE ORDERS:</u></p> <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><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></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: EP 1038454</p>						

**OFFICE OF STATE PUBLISHING
DIGITAL PRINT/MASS MAIL SERVICES
STATEMENT OF WORK**

BOWE BELL + HOWELL MAINTENANCE

This Statement of Work ("Agreement") reflects the services to be provided by BÖWE BELL + HOWELL, hereinafter referred to as the "Contractor," for the Department of General Services (DGS) Office of State Publishing, and hereinafter referred to as either "OSP" or the "State".

LOCATION

Office of State Publishing, 1050 Richards Blvd., Sacramento, CA 95811

SCOPE

The Contractor will provide coverage for service, preventive maintenance and repairs effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later through December 31, 2009.

COVERAGE

Contractor to provide preventative maintenance, maintenance and service for all equipment, hardware and software listed below:

BOWE One Item Management software,
BOWE One Production Management software,
BOWE One Production Workflow software,
BOWE One Advanced BICOS reporting,
BOWE One Customer Service Module,
BOWE One connection and user licenses,
Remake software,
One Touch software
SQL licenses,
DB2 licenses,
Two (2) BOWE One Item Management servers,
Two (2) BOWE One Production Management servers,
Two (2) BOWE One Customer Service servers,
Two (2) Remake servers,
Two (2) LCD Consoles,
One (1) One Touch server,
One (1) Network Storage server,
One (1) 124T Tape Drive
Storage arrays,
Uninterrupted Power Supply (UPS) backups,
Network hardware,
Raid array and,
Data Collecting Devices -DCT

Statement of Work – BOWE Bell + Howell Software Maintenance

RATES

Contractor maintenance charges shall be governed by the rates in this section.

One (1) year maintenance for all items covered under this agreement shall not exceed \$158,894.00 per year.

SUPPORT SERVICES

Support will include the following services:

- 1) Services available via phone and email for first shift (8:00 AM to 5:00 PM, Monday through Friday) coverage effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later through December 31, 2009.
- 2) Support Services will be available seven (7) days per week (excluding California State holidays).
- 3) Contractor must provide service support for 8 hours per day, for 5 days per week, with option to request additional coverage up to 24 hours per day, for 7 days per week during high volume, high priority workload requirements.
 - a) Request for Saturday or Sunday service will not be billed at a rate greater than time and half (150%) of the first shift (8:00 AM to 5:00 PM, Monday through Friday) hourly rate, for service calls placed anytime after the contracted service hours.
- 4) Contractor must respond to OSP's contact person within one hour of OSP's initial request for service. One hour response time begins when OSP places the initial service call to the time the technician responds.
 - a) The Contractor response must include the estimated time of arrival for their designated service person (s).
 - b) One (1)-hour response also applies to after hours and weekend coverage.
- 5) Contractor must provide a guaranteed service response time, not to exceed, four (4) hours from the time a service call is made, until the service provider is on-site. This response time is calculated from OSP's initial request for service until the service person (s) arrives at the designated OSP work area. Phone calls made by the Contractor to OSP personnel within the 4-hour window are not considered fulfillment of this Statement of Work
- 6) Contractor shall provide OSP management an established schedule and recurring maintenance schedule that minimally impacts production within 30 days of execution of this agreement. OSP management may accept or require modification to the schedule upon notification to the contractor.

Statement of Work – BOWE Bell + Howell Software Maintenance

- 7) During the life of the agreement, software and hardware manufacturer required upgrades, patches, and system configuration changes shall be at no cost to OSP including normal and customary licensing fees. OSP will be notified of proposed upgrades, patches, or system configuration changes in accordance with the State's Change Management Policy.
- 8) All upgrades, patches, or system configuration changes will be subject to User Acceptance Testing (UAT), by a Subject Matter Expert (SME) designated by the State.
 - a) No change, upgrade or patch will be implemented prior to being reviewed by OSP and/or DGS Information Technology Services Division, to determine impact to the OSP and DGS networks.
 - b) Contractor will perform all installation services for the upgrade, patch or system configuration change.
 - c) All upgrade, patch or system configuration change will be made with a State Subject Matter Expert (SME) present, unless waived by OSP and/or DGS.
 - d) Warranty periods for software maintenance run from the acceptance date and not before.
- 9) With regard to the servers: Vendor shall install and provide an established schedule to maintain anti-virus software, and Operation System patch management and change control; additionally, to provide documentation to OSP of the Manufacture and version of the installed anti-virus, and all other system change such as patch or system upgrade. (OSP needs this to comply with Federal standards, as endorsed with the agreement between DCSS and OSP).OSP may wave this requirement at OSP discretion.
- 10) Technical support must be provided by factory trained technicians through the term of this contract.
- 11) Contractor must be able to repair the defective equipment item(s) within 24 hours from the time the Contractor service personnel arrives at the OSP work site.
- 12) Contractor will be responsible for all express or overnight delivery charges for replacement parts, if applicable.
- 13) Contractor must provide new, unused replacement parts; if new is unavailable, factory remanufactured and manufacturer certified components may be used upon approval by OSP. .
- 14) Contractor shall assume all costs for work outsourced due to machine failure that is fully caused by BBH.
- 15) The State has the right to amend contract to reduce Contractor's coverage, without cause, at any time during the term of the agreement.

Statement of Work – BOWE Bell + Howell Software Maintenance

The Contractor support will help the State to provide quick resolution to questions, trouble shoot solutions, provide software upgrades and maintain equipment in an efficient operational condition to guarantee that sensitive time dated materials are mailed timely.

MAINTENANCE CREDIT FOR INOPERATIVE MACHINES

Maintenance credit for inoperable machine shall be 1/365th of the annual contract rate per each 24 hour outage.

PERIOD OF PERFORMANCE

The Contractor will provide service coverage effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later through December 31, 2009. The State has the right to amend contract at any time during the term of the agreement.

BILLING INFORMATION

The Contractor shall submit invoices monthly, in arrears, however, invoices shall be due and payable, and payment shall be made in accordance with and within the time specified in, Government Code Chapter 4.5, commencing with section 927. Each invoice must clearly reference the Agreement number.

The Contractor shall submit invoices to the following address:

Office of State Publishing
Procurement Accounts Receivable
344 N. 7th St.
Sacramento, CA 95814
(916) 445-5875

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 have no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under this Agreement and the 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 either to cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

Statement of Work – BOWE Bell + Howell Software Maintenance

POINTS OF CONTACT

Contractor Primary Contact:

Alfie Krasts
Senior Account Manager
BOWE Bell + Howell
1571 Hyde Drive
Los Gatos, CA 95032
408-379-0911
408-374-8272 FAX
Alfie.Krasts@bowebellhowell.com

State's Primary Contact:

Terri Martin
Digital Print/Mass Mailing Services
Superintendent
344 N. 7th Street
Sacramento, CA 95811
916-240-0538
916-445-5400 Fax
terri.martin@dgs.ca.gov

Please forward renewal notices to the attention of the State's Primary Contact.

AMENDMENTS

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the State and the Contractor may execute written amendments to this Agreement.

TERMINATION

The State may exercise its option to terminate the resulting Agreement at any time with 30 calendar days' prior written notice. In the event of such termination, the State shall pay all amounts due to the Contractor for all work performed prior to termination.

COST WORKSHEET

	Amount
BOWE One Item Management software,	24,450.00
BOWE One Production Management software,	24,450.00
BOWE One Production Workflow software,	30,900.00
BOWE One Advanced BICOS reporting,	5,000.00
BOWE One Customer Service Module,	9,000.00
BOWE One connection and user licenses,	7,301.00
Remake software,	28,000.00
One Touch software	3,995.00
SQL licenses,	1,563.00
DB2 licenses,	625.00
Two (2) BOWE One Item Management servers,	1,990.00
Two (2) BOWE One Production Management servers,	1,990.00
Two (2) BOWE One Customer Service servers,	1,990.00
Two (2) Remake servers,	1,990.00
Two (2) LCD Consoles,	1,990.00
One (1) One Touch server,	995.00
One (1) Network Storage server,	995.00
One (1) 124T Tape Drive	495.00
Storage arrays,	3,750.00
Uninterrupted Power Supply (UPS) backups,	1,250.00
Network hardware,	625.00
Raid array and,	4,475.00
Data Collecting Devices -DCT	1,080.00
Total Price	\$ 153,894.00