



Commonwealth of Virginia  
Virginia Information Technologies Agency

**STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES**

Date: May 26, 2016

Contract #: VA-130405-DALY

Authorized User: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at: <http://www.cicv.org/Our-colleges/Profiles.aspx>.

Contractor: Daly Computers  
22521 Gateway Center Drive  
Clarksburg, MD 20871

FIN: 52-1541086

Contact Person: VASales  
Voice: 301-670-0381  
Fax: 301-556-4237  
Email: [vasales@daly.com](mailto:vasales@daly.com)

Term: April 5, 2016 – April 4, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency  
Supply Chain Management

Greg Searce  
Strategic Sourcing Specialist  
Phone: 804-416-6166  
E-Mail: [gregory.searce@vita.virginia.gov](mailto:gregory.searce@vita.virginia.gov)  
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



Modification No. 2

TO  
CONTRACT NO. VA-130405-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
Daly Computers Inc

This Modification No. 2 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Daly Computers Inc., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-130405-DALY (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Add HP Pagewide XL Printer Family

<u>Model</u>	<u>List</u>	<u>Minimum % Off List</u>	<u>Purchase Price</u>
CZ313C	\$34,365.00	0.0872	\$31,368.37
CZ312C	\$39,921.00	0.087	\$36,447.87

<u>Leasing Fixed Spread Rate</u>	<u>Term (months)</u>	<u>Rental Factor</u>	<u>Term (months)</u>
0.0288	36	0.02914	36
0.0273	48	0.0222	48
0.0259	60	0.01807	60
0.0244	72	0.01533	72
0.0228	84	0.01338	84

Accessories (percentage off list) 15%

When either model is purchased (no lease or rental option), both units come with three (3) years of on-site next business day warranty.

Please note that List Price on any Pagewide model can vary but the minimum percentage off of list is the minimum discount that will be provided during the contract term.

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-130405-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**Daly Computers Inc**

BY: *Ryan Yu*

NAME: RYAN YU

TITLE: President

DATE: 3/11/2016

**COMMONWEALTH OF VIRGINIA**

BY: *[Signature]*

NAME: GREGORY SCARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 3-11-2016



## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

Nelson P. Moe  
Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

February 22, 2016

Janet Kelman  
Daly Computers Inc  
22521 Gateway Center Drive  
Clarksburg Maryland 20871

Per Section 3.A. ("Term and Termination") of contract VA-130405-DALY, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 5, 2016 through April 4, 2017. Should you have any questions, please feel free to contact me.

Respectfully,  
Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency  
(804) 416-6160



## COMMONWEALTH of VIRGINIA

### Virginia Information Technologies Agency

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

Samuel A. Nixon, Jr.  
Chief Information Officer  
E-mail: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

March 5, 2015

Janet Kelman  
Daly Computers Inc.

Per Section 3.A. ("Contract Term") of contract VA-130405-DALY, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 5, 2015 through April 4, 2016. Should you have any questions, please feel free to contact me.

Respectfully,  
Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency  
(804) 416-6160

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-130405-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DALY COMPUTERS INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-130405-DALY.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

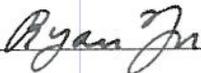
1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 1.  
*"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under 501 C (3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.ciev.org/our-Colleges/Profiles.aspX>*
2. Add to definition of "Reimbursement of Expenses" in Section 5 Subsection B on Contract Page 6; "Product Acceptance" in Section 17 Subsection B Paragraph 6 on Contract Page 16; "Acceptance" in Section 18 Subsection F on Contract Page 30; "Maintenance Services" in Section 18 Subsection H on Contract Page 31.  
*"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."*
3. Add to the definition of "Indemnification" in Section 12 Subsection A on Contract Pages 12-13.  
*"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
4. Add to the definition of "Hardware-Specific Provisions" in Section 17 on Contract Page 14; "Software License (Non-Hardware Related)" in Section 18 on Contract Pages 27-28.  
*"If Authorized User a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."*
5. Add to the definition of "Dispute Resolution" in Section 20 Subsection E on Contract Pages 37-38.  
*"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."*

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130405-DALY by this Modification No. 1.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

DALY COMPUTERS, INC.

BY: 

NAME: Ryan Yu

TITLE: President

DATE: July 9, 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James Mackenzie

TITLE: Strategic Sourcing Specialist

DATE: 07/10/14



# **Statewide Printing Devices and Managed Print Services Information Technology Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Daly Computers

**STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES  
INFORMATION TECHNOLOGY CONTRACT  
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# STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES INFORMATION TECHNOLOGY CONTRACT

THIS STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES INFORMATION TECHNOLOGY CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Daly Computers ("Supplier"), a corporation headquartered at 22521 Gateway Center Drive, Clarksburg, MD 20871, to be effective as of April 5, 2013 ("Effective Date").

## 1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase/rental/lease of Multifunction Devices, Wide Format and Low-End Devices, High Speed Production Devices, Software and related accessories/supplies, Services and Maintenance for devices and Managed Print Services to Authorized Users of this Contract.

## 2. DEFINITIONS

### A. Acceptance

Successful delivery and performance of all Services and Deliverables at the location(s) designated and, if applicable, successful Acceptance testing in conformance with the Requirements, as set forth in this Contract and by an Authorized User in the applicable order or Statement of Work.

### B. Agent

Any third Party independent Agent of any Authorized User.

### C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

### D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such Software in any manner.

### E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

### F. Consumables

Toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits, needed for the operation of the Products provided by Supplier on behalf of the Authorized User in order to fulfill the Services.

### G. Deliverable(s)

The tangible embodiment of the Products, Software, and/or Services including the development or creation of Work Product and provision of required management, administrative and technical reports, documents, Documentation, plans, drawings, schematics, and media, provided by Supplier as identified in this Contract and/or any applicable order or Statement of Work issued under this Contract.

### H. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Deliverables, and to implement and develop

self-sufficiency with regard to the Deliverables obligated under this Contract and as may be specified in an order or Statement of Work issued under this Contract.

**I. Electronic Self-Help**

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work placed hereunder.

**J. Lease Agreement**

The executed agreement for the lease of wide format and high speed production devices between an Authorized User and the Supplier, pursuant to the terms and conditions of this Contract.

**K. Lease Term**

The fixed non-cancelable term, plus all periods covered by bargain renewal options, plus all periods for which failure to renew the lease would impose a penalty sufficient to make the renewal reasonably assured, plus all periods covered by ordinary renewal options during which the lessee guarantees the lessor's debt with respect to the leased property, plus all periods covered by ordinary renewal portions up to the date a bargain purchase option becomes exercisable, plus all renewals or extensions of the lease, which are at the lessor's option.

**L. Maintenance Level**

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in the Contract. The actual Maintenance Level for a unit of Product or Software shall be set forth in the executed order or SOW for Maintenance of that Product or Software referencing this Contract.

**M. Maintenance Period; Maintenance Coverage Period (MCP)**

The term during which Maintenance is to be provided for a unit of Product or Software.

**N. Maintenance Services (or Maintenance)**

Those preventive, remedial and support Services and Software Updates, provided by Supplier at Authorized User's request in order to ensure continued operation of the Product, or Software.

**O. Managed Print Services**

Services offered by Supplier to optimize or manage an Authorized User's document output which could include items such as but not limited to office printing needs, furnishing supplies, service and overall management of the printer fleet.

**P. Multifunction Device (MFD)**

A device which includes various capabilities, including by not limited to, copying, printing, faxing and scanning as determined by the applicable original equipment manufacturers specifications.

**Q. Operating Condition**

That condition which allows a Product or Software to function in a normal, acceptable working manner, as designed by the Product manufacturer or Software Publisher.

**R. Party**

Supplier, VITA, or any Authorized User.

**S. Preventive Maintenance**

Maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by the Products, including print output devices.

**T. Product(s)**

Hardware, including printing devices, peripherals, and any other equipment, including the hardware's system Software, all upgrades, all applicable user Documentation and related accessories as set forth in this Contract.

**U. Receipt**

An Authorized User or its Agent has physically received any Deliverable at the correct "ship-to" location.

**V. Rental Agreement**

The executed agreement for rental of MFD Product, Software and related accessories between an Authorized User and the Supplier, pursuant to the terms and conditions of this Contract.

**W. Rental Services**

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the rented Product. Rental Services shall include support services.

**X. Rental Term**

The time period beginning at Acceptance, and any extension(s) thereto allowable pursuant to this Contract, and except as cancelled or terminated in accordance with this Contract, during which Supplier rents a unit of Product to an Authorized User.

**Y. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Products, Software, Services, and/or other Deliverables as set forth in Exhibit C and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder. [In case of conflict, see the Entire Contract clause for order of precedence.]

**Z. Response Time**

The time between Supplier's receipt of Authorized User's request for Maintenance support and the time Supplier commences repair or remediation.

**AA. Service (s)**

Any work performed or Services provided by the Supplier to VITA or any Authorized User under this Contract including but not limited to, configuration design, installation, testing, support, maintenance, and training. This Contract shall not provide for consulting or professional services or services that might result in the creation of Work Product.

**BB. Software**

The programs and code, and any subsequent modifications or releases of such programs and code, excluding Work Product, provided by Supplier under this Contract.

**CC. Software Publisher**

The licensor of any Software, or the hardware Product's System Software, provided by Supplier under this Contract.

**DD. Software Update**

Any Software patch, fix, upgrade, update, enhancement, new release, or access mode, including, without limitation, modifications to the Software which can increase the speed, efficiency, or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software, which are to be provided by Supplier under this Contract as set forth in the Contract and any Authorized User's order or SOW. Excluding any Software Update provided for general release, and unless otherwise stated in the Contract, any Software Update developed by Supplier or any other third Party, using Commonwealth funds, shall be deemed Work Product.

**EE. Statement of Work**

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Products, Software and/or Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

**FF. Supplier**

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

**GG. System Software**

The operating system code, including Software, firmware and microcode, (object code version) for each hardware Product, including any subsequent revisions, as well as any applicable Documentation.

### **3. TERM AND TERMINATION**

#### **A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to four (4) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or Statement of Work (SOW) issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User and Supplier has received formal Acceptance from the Authorized User. Supplier shall not include any automatic renewal provisions in any maintenance agreement, lease agreement, rental agreement, or software license as part of any order or SOW between an Authorized User and the Supplier or Supplier's OEM, if the Supplier is a reseller of the Product(s) or Software.

#### **B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part. Except for orders or SOWs placed in conjunction with a Lease Agreement, or Rental Agreement, an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice.

#### **C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a Party excluded from Federal Procurement and Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

#### **D. Termination for Non-Appropriation of Funds**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or Services not yet delivered for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

#### **E. Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services and Deliverables rendered by Supplier and Accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier. Termination by Supplier will not be considered.

**F. Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to the Authorized User, its Agent(s) or any follow-on Supplier(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

**G. Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting Requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in the Contract and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

**H. Contract Closeout**

Prior to the contract's expiration date, Supplier may be provided contract close out Documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This Documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout Documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the Documentation is returned.

**4. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, Agents, and subcontractors, including all acts and omissions of such employees, Agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or Agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier or any of its Agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise,

counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**C. Subcontractors**

Supplier shall not use subcontractors to perform any portion of this Contract or any order or SOW issued under this Contract unless specifically authorized in writing to do so by VITA or the Authorized User, respectively. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any portion of the work pursuant to such order or SOW to any subcontractor that is a Party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any portion of the work to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

**5. FEES, ORDERING AND PAYMENT PROCEDURE**

**A. Fees and Charges**

As consideration for the Products, Software, Services and Deliverables provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term.

Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

**B. Reimbursement of Expenses**

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

**C. Statement of Work (SOW)**

An SOW shall be required, when appropriate for any Products, Software, Services or Deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit C herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type, but may with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

**D. Ordering**

Notwithstanding all Authorized User's rights to license or purchase Supplier's Products, Software or Services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's Products, Software or Services. This Contract is optional use and

non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products, software and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products, Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

#### **E. Orders for Lease/Rental Products or MPS**

In addition to the foregoing, if an Authorized User places an order or SOW to lease or rent Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Title to any lease or rental Products shall remain with Supplier during the Lease Term or Rental Term, including any renewals.

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements referenced in this section; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

Supplier may not assign such purchase order(s) and Lease(s) to a third party.

Authorized Users are not allowed to sign any leasing or rental documents supplied by Supplier or any third party representing Supplier. For MPS agreements, the terms of this contract take precedence over any such MPS agreement.

#### **F. Orders for Lease-Purchase Products**

In addition to the foregoing, if an Authorized User places an order or SOW to Lease-Purchase Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance.

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit C, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at.

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase price offered to the Authorized User shall be based on a fair market value for buyout as defined in and in accordance with the rules and regulations found at:

[http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Topics/31205.pdf](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/31205.pdf) at the end of the Lease Term.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements referenced in this section; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

#### **G. Orders that Include Trade-In Products**

In addition to the foregoing, if an Authorized User places an order or SOW for Products, where a trade-in of old products is included, the Authorized User must comply with the Virginia DOA CAPP Manual and must adhere to the rules and regulations in the Agency Procurement and Surplus Property Manual, published by the Division of Purchases and Supply (DPS), Department of General Services (DGS). The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

#### **H. Purchase Price and Price Protection**

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof), for Software, warranty services and Maintenance Services, and for non-Warranty and non-Maintenance Services offered by the Supplier and the appropriate Commonwealth discounts. Percentage off list for Products, Software and Services shall not decrease during the life of the contract.

#### **I. Supplier Quote and Request for Quote**

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain Product, Software and Services identical or similar to that provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products, Software and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

#### **J. Change Orders**

All changes to the Products, Software Services and Deliverables to be provided pursuant to any given order or SOW must be described in a written change request, which includes any

appropriate adjustments to the order or SOW. Either Party to an order or SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any order or SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract.

**K. Invoice Procedures**

Supplier shall remit each invoice to the “bill-to” address provided with the order promptly after all Products, Software, Services, and Deliverables, have been accepted and in accordance with the payment schedule in the applicable order. Payment for support Services shall be monthly in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier’s responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Itemization and description of Product, Software, Services Type, Deliverables, and, if applicable, project milestone
- ii). Quantity, charge and extended pricing for each Product, Software, and/or Services item or milestone
- iii). Product serial number, if any
- iv). Applicable order date
- v). Ship or delivery date
- vi). Ship-to or delivered-to contact name
- vii). This Contract number and the applicable order number
- viii). Supplier’s Federal Employer Identification Number (FEIN).

Any terms included on Supplier’s invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

**L. Purchase Payment Terms**

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Products, Software, Deliverables or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with Documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier’s written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

**M. Payment for Lease or Rental Products or MPS**

The ordering Authorized User shall pay the applicable monthly or annual payment for the Product(s) as specified in the executed Lease Agreement, Rental Agreement or MPS agreement. Payment shall be made by the ordering Authorized User unless the purchase order is terminated by the Authorized User pursuant to the Term and Termination provisions in Section 3 of this Contract.

**N. Additional Leasing Terms for Wide Format Printers**

**1. General**

Pursuant to these Leasing Terms and Conditions (“Terms and Conditions”) the Supplier shall lease Product(s) covered by the Contract in Exhibit C. Authorized Users shall, in addition to

the outright purchase of Product, have the option to lease and/or finance Product from the Supplier. The ordering Authorized User shall indicate its election to lease Product (each such lease transaction hereinafter called a "Lease") on the applicable purchase order issued to the Supplier. Such Lease may also include financed Product that is financed (in either case "Financed Items").

The Supplier may not assign such purchase order and Lease to a third party.

Authorized Users are not allowed to sign any leasing documents supplied by Supplier or any third party representing Supplier.

## **2. Lease Pricing Plans**

Supplier agrees to provide the Product and Financed Items covered in Exhibit C of the Contract, as specified in Authorized User's purchase order, through at least one of the pricing plans below. The leasing plan selected by the Authorized User is identified on the purchase order.

- i. Thirty-six (36) month Lease with Fair Market Value Option
- ii. Forty-eight (48) month Lease with Fair Market Value Option
- iii. Sixty (60) month Lease with Fair Market Value Option
- iv. Seventy-two (72) month Lease with Fair Market Value Option
- v. Eighty-Four (84) month Lease with Fair Market Value Option

## **3. Commencement of Lease Term**

The term of each lease shall commence on the date the Product and/or Financed Items are accepted under the section "Acceptance and Cure Period."

## **4. Title**

Title in or to the Product shall not pass to the Authorized User but shall remain with the Supplier. The Product shall remain personal property and shall not become a fixture or affixed to real property. The Authorized User will keep the Product free and clear of all encumbrances except the Supplier's security interest.

## **5. Risk of Loss**

Supplier shall assume and bear the risk of loss, damage, or theft to the Product and all component parts thereof while same is in the Authorized User's possession, unless it could have been prevented by the Authorized User's exercise of reasonable care or diligence in the use, protection, or care of the Product. No loss or damage to the Product shall impair any obligation of the Supplier or of the Authorized User, except as hereinafter expressly provided. Unless the damage could have been prevented by the Authorized User's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the Supplier shall repair or cause to be repaired all damages to the Product, if the Supplier determines the equipment can be economically repaired. In the event that the Product is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by Supplier, the Lease shall terminate and the Authorized User's obligation to pay for the Product shall be deemed to have ceased as of the date of the loss.

## **6. Purchase Option**

If the Authorized User is not in default, it shall have the right to buy the equipment "as is with no additional warranty" at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value option, the Fair Market Value of the equipment shall be as established by the Supplier which shall not exceed the then purchase price of the equipment as established. Upon the Authorized User's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Authorized User upon payment.

## **7. Extension**

If the Authorized User has not elected to purchase the equipment at the expiration of a lease term, and as long as the Authorized User is not in default under the Lease, the Lease (other than Leases that expire five years or greater from date of installation) may be extended for

one additional year upon written notice from the Authorized User. The extension will be under the same terms and conditions then in effect.

## **6. REPORTING**

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

## **7. STEERING COMMITTEE**

[Reserved]

## **8. AUTHORIZED USER SELF-SUFFICIENCY**

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA or an Agent of VITA or a third Party provider under contract with Authorized User. At Authorized User's request and pursuant to a purchase order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency. During and/or after the transition period, Authorized User may, if applicable and at its sole discretion, elect to order or continue Maintenance Services from Supplier for any Software or hardware components provided by Supplier under this Contract.

## **9. ESCROW AGREEMENT**

[Reserved]

## **10. COMPETITIVE PRICING**

Supplier warrants and agrees that each of the charges, economic or Product, Software and Services terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier provided the terms and conditions are similar. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Product, Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

## **11. CONFIDENTIALITY**

### **A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-Party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or Agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or Confidential Information (but in no event shall such measures be less than reasonable care).

**B. Exclusions**

The term “Confidential Information” shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-Party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User’s Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier’s Confidential Information in accordance with the Commonwealth of Virginia’s records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User’s own records retention policies.

**D. Confidentiality Statement**

All Supplier personnel, contractors, Agents, and subcontractors performing pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

**12. INDEMNIFICATION AND LIABILITY**

**A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, “Commonwealth’s Indemnified Parties”) from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including reasonable attorneys’ and reasonable accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against any of Commonwealth’s Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth’s Indemnified Parties alleging that use of the Products, Software, Deliverables or that the provision of Services under this Contract infringes any third party’s intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth’s Indemnified Parties and secure a continuance to permit VITA

and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software, Deliverables or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Products, Software, Deliverables or Services, or any component thereof; or (b) replace or modify such infringing Products, Software, Deliverables or Services, or any component thereof, with non-infringing products, software, deliverables or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative products, software, deliverables or services in the event such Authorized User cannot use the affected Products, Software, Deliverables or Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Products, Software, Deliverables or Services, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components prorated over the time of use.

#### **B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, and (v) Supplier's confidentiality obligations, Supplier's liability shall be limited to twice the aggregate value of Products, Software Deliverables and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct

**FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

#### **13. INSURANCE**

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

#### **14. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized

release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

#### **15. IMPORT/EXPORT**

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

#### **16. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

#### **17. HARDWARE-SPECIFIC PROVISIONS**

Supplier shall offer all Product types identified in Exhibit C and shall offer Maintenance Services for all Product purchased hereunder. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

During any MCP, Lease Term or Rental Term, Supplier shall provide all Services that have been agreed upon and to maintain the Product in Operating Condition and to ensure Authorized User has sufficient supplies available at all times in accordance to the terms agreed to with the Supplier. Such Services may include, but are not limited to, performing preventive and remedial maintenance, providing replacement parts, maintaining sufficient inventory of spare parts to support the Authorized User's installed base, and correcting any malfunctions or defects in any unit of Product.

##### **A. Trial Period for MFD's**

At an Authorized User's request and barring any issues related to Product availability or other constraints, Supplier shall provide Authorized User a unit of Product for a thirty (30) day trial period. If a unit of Product is offered for a trial period the Authorized User shall issue an order for the monthly rental rate of that unit of Product and state that such order is for a thirty (30) day trial. The trial period shall start when the Supplier has completed installation and has made the unit of Product ready for normal use. If during such trial period the unit is deemed to be unacceptable by

the Authorized User, the Authorized User may cancel the order and Supplier shall remove such unit at no cost to such Authorized User.

Following the trial period, Authorized User may, at its option, continue or discontinue use of Supplier's Product. Should Authorized User elect to purchase or rent Supplier's Product, Authorized User shall issue an order for purchase or rental of the Product, and Supplier shall credit the trial period price charged to the Authorized User toward the purchase or rental of the unit. If the trial unit provided to such Authorized User was a new unit, the Authorized User shall retain such unit at its location; however, if the trial unit provided to such Authorized User was a demonstration unit (i.e., one which had made any number of copies prior to installation), Supplier shall remove the demonstration unit and deliver a new unit upon receipt of Authorized User's order for purchase or rental of Supplier's Product. Should Authorized User elect to discontinue use of Supplier's Product, Authorized User shall so notify Supplier and Supplier shall de-install and remove the trial unit from the Authorized User's premises either at no additional cost to the Authorized User or at a cost agreed to by the Authorized User.

## **B. Delivery, Installation and Acceptance**

### **1. Delivery Procedure**

Supplier shall deliver all Product(s) F.O.B. Destination with such destination being the "ship to" address specified in the applicable order. Supplier shall bear all risk of loss or damage to Product(s) until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product(s) while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product(s) shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product(s) contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product(s) purchased by Authorized User, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product(s) delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

### **2. Late Delivery**

Except for late deliveries beyond the Supplier's control, Supplier hereby acknowledges and agrees that failure to deliver the Product(s) ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Contract or an approved order issued by Authorized User shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract or the approved order issued by the Authorized User. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-tenth of one percent (.01%) of the total purchase price, or an agreed upon percent of the order's total purchase price that is specified in the approved order, for each day that the Product(s) is/are undelivered for a period of thirty days (30) following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order. Any credit due the Authorized User will be applied to the next periodic invoice.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five days (35) of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may

charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

**3. Product Trade-in and Upgrade**

(To be quoted by Supplier on individual quote provided in response to an Authorized User's Request for Quote (RFQ).

**4. Product Transfer between Authorized Users**

In the event of a transfer of Product to another location, the Authorized User receiving the transferred Product(s) will pay Supplier removal and installation charges. The Supplier is responsible for preparation and is reimbursed per the order or SOW authorized charges as approved in advance by the Authorized User receiving the transferred Product(s). All purchase option credits, present and future on such Product(s) will remain in effect for use by the Authorized User receiving the transferred Product(s) and that Authorized User is responsible for tracking the Product(s) for compliance with the DOA CAPP Manual and the DGS Surplus Property Manual rules and regulations. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

**5. Product Installation**

The Authorized User's purchase order shall include any requirement for Supplier to install the Product. If so authorized, Supplier shall provide the initial installation of Product(s) at no additional charge except for items noted in Exhibit C-2. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User. Installation at no cost does not include extraordinary services requiring special handling, special freight, use of lifts, rigging or even alteration of the premises as determined by the Supplier.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

**6. Product Acceptance**

Product(s) shall be deemed accepted when the ordering Authorized User determines that such Product(s) successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after receipt/installation of the Product(s). Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

**7. Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product(s) for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and

Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product(s) which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product(s) in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product(s) with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product(s) while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product(s) to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product(s) and any Services to be provided thereunder by Supplier.

#### **8. Product Discontinuation**

During the term of this Contract, if any Product(s) listed on Exhibit C of this Contract is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product(s), continue to meet such Authorized User's needs for the discontinued Product(s) for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product(s) for five (5) years from the date of such discontinuation provided such maintenance parts are available from the manufacturer or the manufacturer authorized maintenance parts supplier. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

#### **C. Training for Non-MFDs**

Only if Authorized User's order or SOW includes Supplier's training services, Supplier is not responsible for initial training. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C of this Contract.

#### **D. Performance Levels and Remedies**

##### **1. Purchased Product**

During the first five (5) years of use by the Authorized User, Product purchased by such Authorized User, and covered continuously by Maintenance or Rental Services, as applicable, shall be required to operate satisfactorily and produce acceptable printed quality at a ninety-five percent (95%) effectiveness level during any month of the five (5) year period beginning at Product Acceptance.

The effectiveness level for a unit of Product shall be computed by dividing the total productive time by the sum of that time plus the Product failure downtime.

Product failure downtime shall not include malfunction due to operator error or preventive maintenance calls.

In addition, the Product failure rate shall not, during any three (3) month period, average more than two (2) malfunctions (breakdowns) per month requiring Supplier correction. No unit of Product shall require six (6) or more service calls in any three (3) month period.

The Product failure rate calculation shall not include service calls for malfunction due to operator error or preventive maintenance.

In the event that the Product does not meet the performance requirements of this section, (a) during the first year of Maintenance, Supplier shall, at no additional cost to the Authorized User, replace the non-compliant unit of Product with a new unit of Product matching all requirements of the original unit of Product, and (b) during subsequent years of Maintenance, Supplier shall replace the non-compliant unit of Product with a unit of Product having equal or greater features.

##### **2. Leased or Rented Product**

Products rented or leased by an Authorized User shall be required to operate satisfactorily and produce acceptable printed quality at a ninety-five percent (95%) effectiveness level during any month during the Lease or Rental Term.

The effectiveness level for a unit of Product shall be computed by dividing the total productive time by the sum of that time plus the Product failure downtime.

Product failure downtime shall not include malfunction due to operator error or preventive maintenance calls.

In addition, the Product failure rate shall not, during any three (3) month period, average more than two (2) malfunctions (breakdowns) per month requiring Supplier correction. No unit of Product shall require six (6) or more service calls in any three (3) month period.

The Product failure rate calculation shall not include service calls for malfunction due to operator error or preventive maintenance.

In the event that the Product does not meet the performance requirements of this section, the Supplier shall replace the non-complaint unit of Product with a new unit of Product matching all requirements of the original unit of Product. Should Supplier fail to replace the unit of Product in accordance with this section, the Authorized User may immediately terminate the applicable order without penalty, and Supplier shall, at its own expense, immediately remove the unit of Product from the Authorized User's premises.

#### **E. Removal of Lease or Rental Product**

If following the expiration of the Lease Term or Rental Term, Supplier fails to remove off-lease Product within 30 days following the Rent Term or Lease Term expiration, the Authorized User shall send written notice (as provided in the notice provisions of this Contract) to the Supplier requesting removal of the Product within 30 days of its receipt of the notice. If after a second such notice by Authorized User and subsequent 30 day period, the Product has not been removed by the Supplier, the Authorized User may deem the Product to have been abandoned by the Supplier and Authorized User may dispose of the Product at its sole discretion without further liability to the Supplier.

#### **F. Return of Product**

At the expiration or termination of a Lease Agreement or Rental Agreement or for the return or removal of any Product to Supplier, the Authorized User will cooperate with Supplier in arranging pickup of the Product. If the leased or rented Product contains a hard drive, the Authorized User and Supplier will ensure compliance with Commonwealth Data Removal standard before the equipment is removed from the Authorized User's location. The requirements for compliance are located at the following URL:

[http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data\\_Removal\\_Standard\\_514\\_03%2010\\_07\\_2008\\_r3.pdf](http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf)). If the Supplier performs the cleaning of the hard drive, the Supplier will provide written certification to the Authorized User that the hard drive has been cleaned in full compliance with the Commonwealth Data Removal standard.

#### **G. Product Support and Additional Services**

##### **1. Authorized User or Third Party Support**

###### **a) Documentation and Support Availability**

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product(s) itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C of this Contract, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product(s) provided such spare parts and components are available from the manufacturer or the manufacturer authorized parts supplier.

b) Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C of this Contract, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier provided the terms and conditions are similar. In addition, Supplier agrees to sell Product(s), as set forth in Exhibit C of this Contract, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C of this Contract, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

**2. Engineering Changes and Product Modification**

For each Authorized User that purchased Product(s), Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product(s) ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product(s) ("Safety Changes") or the ability of the Product(s) to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product's manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive all other engineering changes planned by Supplier on the Product(s) delivered or planned for delivery to the Authorized User.

**3. Parts and Maintenance Support**

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit C of this Contract hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User provided such parts are available from the manufacturer or the manufacturer authorized parts supplier. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

**4. Inventory Record**

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product(s). Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

## **5. Product Service Record**

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

## **6. Additional Services**

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of a Statement of Work (SOW) issued in accordance with the ordering provisions of this Contract, provide additional Services which may include: configuration, installation/repair, training, service on multifunction devices not covered by this Contract; service outside the applicable hours of service; relocation of previously installed hardware; assistance to Authorized User's IT department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and other services related to the Product as published by the Product manufacturer or the Supplier. Software programming/engineering services and the development of Work Product are not authorized as Services under this Contract.

By operation of this Contract, any SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

The charge for such Services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses.

## **H. Warranty and Remedy**

### **1. Supplier**

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

### **2. Ownership**

Supplier warrants that it has the right to provide the Services, including Deliverables, and is the owner of the Product(s) or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product(s) provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the purchased Product(s), excluding the System Software, and Deliverables, free and clear of all liens, claims, security interests and encumbrances.

### **3. Supplier Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

### **4. Compatibility**

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product

shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than ten (10) years.

## **5. Product(s)**

Supplier warrants the following with respect to the Product(s):

- i). Product(s) pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ) shall be those specified and shall satisfactorily function as specified in the applicable documentation for the Product for its manufacturer;
- ii). The Product(s) shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product(s) shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
- v). No engineering change made to the Product(s) or System Software revisions shall degrade the performance of the Product(s) to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
- vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

## **6. Warranty Services**

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product, Deliverables and Services shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product, Deliverables or Services to meet the Requirements unless such failure is due to Authorized User's abuse or misuse of the Product.

For Products under either the manufacturer's warranty or extended warranty, Supplier agrees to a maximum of two (2) business days repair time except in those instances where there is a repair parts shortage or backlog beyond the control of the Supplier. If the Product cannot be repaired in the two (2) business days time period or within the agreed upon time by both parties. Supplier agrees to either replace the defective Product or provide the Authorized User a loaner at no additional cost until the original Product can be repaired.

For Products that are replaced during either the warranty, the warranty period does not restart once the replacement product has been accepted by Authorized User.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier provided the warranty selected by the Authorized User complies with the terms and conditions of the selected warranty. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other

source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

a) Products Covered

Exhibit C of this Contract lists all Product types covered under warranty.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) Depot Warranty

Supplier's depot warranty offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit B of this Contract.

iv). Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar

functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

j) Escalation Procedures

To be provided by Supplier.

k) Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product prorated over the time of use.

Notwithstanding anything to the contrary in this Contract, VITA and any Authorized User retain all rights and remedies available at law or in equity.

l) Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C of this Contract. Supplier warrants that it shall make Maintenance Services available for all the Products, including System Software, listed in Exhibit C of this Contract, or which are components of Products listed in Exhibit C of this Contract, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.**

**7. Maintenance Services**

Supplier shall perform preventive maintenance during regular business hours unless preventive maintenance affects the hardware processing, in which case preventive maintenance shall be performed as mutually agreed and at no additional cost to an Authorized User

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C of this Contract without additional charge to maintain the Product in accordance with the Requirements.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Maintenance Services shall be as follows:

a) Product Covered

Exhibit C of this Contract lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on any Product that has been removed from service, provided Supplier has been notified in writing of such removal.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit B of this Contract.

iv). Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User

being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

v). Escalation Procedures

To be proposed by Supplier.

vi). Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

## 8. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier provided the Maintenance Services selected by the Authorized User comply with the terms and conditions of the selected Maintenance Services. Each order shall identify:

- i). Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

## 9. Renewal of Purchased Product

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less.

Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

#### **10. Renewal of Lease or Rental Product**

At least sixty (60) days prior to the expiration of the Lease Term or Rental Term for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to extend the Lease Term or Rental Term in accordance with the following provisions.

An Authorized User may elect to renew a twelve (12), thirty-six (36), forty-eight (48) or sixty (60) month Lease Agreement or Rental Agreement for one (1) year beyond the initial Lease Term or Rental Term. In order to enter into a one-year renewal agreement for the existing unit of Product, the Supplier may consider reducing the rental rate charged to the Authorized User not less than five percent (5%). No more than one (1) renewal term is allowable pursuant to this Contract for a thirty-six (36), forty-eight (48) or sixty (60) month initial Lease Term Rental Term. Following the one renewal term, an Authorized User must enter into a new Lease Agreement or Rental Agreement using a current contract.

#### **I. Scope of Use**

Any Authorized User may use the Product(s), and any software licensed in connection with such Product(s), on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product(s) by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

#### **J. Hardware-related (System and Third-Party) Software License**

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires an End User License Agreement (EULA). In such case, Supplier is advised that VITA will require the execution of a License Agreement Addendum (LAA) to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree.

##### **1. License Grant**

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

##### **2. Limitations on Copying and Disclosure**

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the

Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product(s) to which the Commonwealth or such Authorized User has taken title.

### **3. Business Continuity and Recovery**

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

### **4. Authorized User Compliance**

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

### **5. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")**

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

## **K. Supplier-Sponsored Product Promotions**

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

## **18. SOFTWARE LICENSE (NON-HARDWARE RELATED)**

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license

shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

#### **A. License Grant**

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.
- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.
- iii). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.
- iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- v). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- vii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

#### **B. Third-party Software Licensed by Software Publisher**

If Supplier provides Software which is licensed directly from the Software Publisher through an end user licensing agreement (EULA) or similar license document, Supplier may be required by VITA to obtain the Software Publisher's consent to the License Agreement Addendum (LAA) before accepting orders for the Third-party Software. If the EULA provides for a "perpetual" license, it is expressly understood that "perpetual" license rights shall commence upon delivery of the Software and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

**C. License Type**

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit C and identified on any order issued pursuant to this Contract.

**D. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")**

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services provided under this Contract.

**E. Delivery and Installation**

**1. Scheduling**

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order.

**2. Installation of Software**

a) Supplier Installation of Software

Unless otherwise agreed, the Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one percent (1%) of the total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

b) Authorized User Installation of Software

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

**3. Documentation of Software Configuration**

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

## **F. Acceptance and Cure Period**

### **1. Acceptance**

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) business days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit C of this Contract. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted.

### **2. Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

## **G. Warranty Services**

At any time during the Warranty Period of twelve (12) months after Acceptance, if the Supplier is directly licensing the Software, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

### **1. Known Defects**

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within sixty (60) days of Supplier's knowledge of such defect or malfunction.

### **2. Coverage**

Supplier will provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

### **3. Service Levels**

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

- ix). Priority 1 (Software inoperable) within six (6) hours

- x). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours
- xi). Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User

#### **4. Remedies**

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the total license fee, for each day that the Software is non-conforming, for a period of up to thirty (30) days. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days.

#### **H. Maintenance Services**

Where the Supplier is licensing Software, the following shall apply:

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit C of this Contract without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit C of this Contract are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit C of this Contract, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts at (<http://www.doa.virginia.gov/> or a successor URL(s)).

In addition to the minimum Maintenance Services described in this Section, Exhibit B of this Contract provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

##### **1. Ordering**

An Authorized User may order Maintenance Services for any Software at any time during the term of this Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Software product and number of units for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for

Maintenance on such Software product. Co-termination of Maintenance Periods, TBD based on Supplier proposal.]

## **2. Renewal**

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

## **3. Services**

At a minimum, Maintenance Services shall include the following:

### **a) Known Defects**

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit B of this Contract.

### **b) New Releases**

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit B of this Contract.

### **c) Coverage**

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit B of this Contract.

### **d) Service Levels**

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit B of this Contract.

### **e) Additional Maintenance Services**

Supplier's additional Maintenance Service offerings are described in Exhibit B of this Contract.

## **4. Software Evolution**

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

## **5. Maintenance Services Remedies**

In addition to any remedies described elsewhere in this Contract, if Supplier is unable to make the Software conform, in all material respects, to the published Software documentation within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled

license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

## **I. General Warranty**

Supplier warrants and represents to VITA the Software described in Exhibit C of this Contract as follows:

### **1. Ownership**

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### **2. Software and Documentation**

Supplier warrants the following with respect to the Software:

- i). If the RFP specified or Exhibit C of this Contract specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the Effective Date.
- ii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.
- iii). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of five (5) years of the date of such order;
- iv). No corrections, workarounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to operate the Software without reference to any other materials or information.

### **3. Limited Warranty**

During the warranty period of twelve (12) months, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the published Software documentation. Supplier shall either replace the software at no additional cost to the Authorized User or refund the original purchase amount to the Authorized User provided such failure is not due to Authorized User's abuse or misuse of the Software.

### **4. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

## **5. Open Source**

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

## **6. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## **7. Supplier's Past Experience**

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

## **J. Training and Documentation**

The license fee includes all costs for the training of one Authorized User trainer per order or SOW at such Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

Supplier shall deliver to the Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

## **K. Reproduction Rights**

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

## **L. Evaluation Copy of Software**

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

## **19. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS**

### **A. Services**

#### **1. Nature of Services and Engagement**

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

#### **2. Acceptance**

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable that was provided by the Supplier, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable SOW, after receipt of the Service.

Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit D of this Contract. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

#### **3. Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

### **B. General Warranty**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**1. Ownership**

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**2. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**3. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

**4. Performance**

- vi). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- vii). Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- viii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

**5. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

**6. Limited Warranty Period and Remedy**

During the warranty period of twelve (12) months, or as specified in the applicable SOW, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

**C. Training and Documentation**

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

## 20. GENERAL PROVISIONS

### A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an Agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

### B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

[http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA\\_Ts\\_Cs\\_Rev3.pdf](http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf)

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business Requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

### C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

### D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

### E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support Services hereunder.

**F. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

**G. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- v). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- vi). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

**H. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**I. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**J. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**K. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**L. Survival**

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

**M. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier’s right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

**N. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

**O. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to any Deliverables or Services rendered or the amounts due Supplier for such Deliverables or Services under this Contract. VITA’s right to audit shall be limited as follows:

- ix). Three (3) years from Acceptance or Service performance date;
- x). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- xi). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

**P. Contract Administration**

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**Q. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

<u>Exhibit A</u>	Request for Proposal
<u>Exhibit B</u>	Warranty, Maintenance and Service Level Agreements (SLA's) provided by supplier)
<u>Exhibit C</u>	Prices
<u>Exhibit D</u>	Statement of Work (SOW)
<u>Exhibit E</u>	Reserved
<u>Exhibit F</u>	Certification Regarding Lobbying
<u>Exhibit G</u>	Reserved
<u>Exhibit H</u>	Categories Won

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the

Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit C, Exhibit A, and any individual SOW (Exhibit D).

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the Award date set forth below by the undersigned authorized representative of VITA.

**Supplier Name**

By: Ryan Yu  
(Signature)

Name: Ryan Yu  
(Print)

Title: President

Date: 3/29/2013

Address for Notice:

Daly Computers

22521 Gateway Center Drive

Clarksburg, MD 20871

Attention: Ryan Yu

Email: rty@daly.com

**VITA**

By: Sam Nixon  
(Signature)

Name: SAM NIXON  
(Print)

Title: CIO

Date: 4/5/13

Address for Notice:

11751 MEADOWVILLE LN

CHESTER VA 23836

Attention: Contract Administrator

Exhibit A		
Requirement	Y/N/F	Description
<b>General</b>		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf</a>                      (refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)                      If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)).                      If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	Y	<p>In response to the technical requirements of Segment 7 – 14 of the MFD category, Daly is proposing HP’s full line of MFD devices. The solution and products that Daly is proposing do provide 508 Compliance in accordance with the IT Accessibility and 508 Compliance standards. HP uses the Voluntary Product Accessibility Template (VPAT) as a way to assist U.S. Federal agencies and other customer in determining how HP products support the 'Electronic and Information Accessibility Standards' set forth in regulations of the US Architectural and Transportation Barriers Compliance Board (36 CFR Part 1194), which implements Section 508 of the Rehabilitation Act (29 USC 794d), as amended by P.L. No. 106-246 (July 13, 2000). Each VPAT provides a summary and detail level description how HP products conform to specific Section 508 standards.</p> <p>Information on HP’s Section 508 compliance can be found online at <a href="http://www8.hp.com/us/en/hp-information/accessibility-aging/products.html#.UICSuoY6zKc">http://www8.hp.com/us/en/hp-information/accessibility-aging/products.html#.UICSuoY6zKc</a>. HP’s Section 508 compliant product listing can be found online at <a href="http://v4nzpro.houston.hp.com/508Accessibility/">http://v4nzpro.houston.hp.com/508Accessibility/</a>. Additional information on HP’s Accessibility Program is shown in Exhibit 1.</p>
<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.</p>	Y	<p>As a global leading manufacturer of MFDs, HP adheres to EPA’s Energy Star standards. HP also adheres to the EPEAT standard. EPEAT certified products are also Energy Star compliant. HP’s Energy Star and EPEAT participation lists can be found online at <a href="http://www8.hp.com/us/en/hp-information/environment/ecolabels.html">http://www8.hp.com/us/en/hp-information/environment/ecolabels.html</a>. A listing of HP’s Energy Star devices can be found online at: <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a>. See</p>

<p>Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.</p>	<p>N and Y</p>	<p>Exhibit 2.</p> <p>Daly's proposed solution does not require incorporating subcontractors to provide sales/service coverage for the entire Commonwealth of Virginia. Daly has the sales and technical resources/personnel to service and support the entire Commonwealth.</p> <p><u>Sales and Related Support Services</u>  Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of MFD, wide format devices and computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide government and education contracts. These contracts are: VITA Computers, Peripherals, COTS Software, and Related Services Contract; VITA Intel/AMD Server Contract; VITA Networking Equipment and Services Contract; University of Virginia Supplies and Peripherals VASCUUP Contract; VCCS Large/Midrange and Entry Level Servers, Desktop, and Laptop PCs, and Related Peripheral Products Purchasing Contracts, as well as many other local contracts such as Fairfax County Public Schools Consulting and Services Contract and Loudoun County Public Schools Printer Contract.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the</p>
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	<p>region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the above sales resources, Daly also has a dedicated managed print services sales specialist who will provide additional MPS sales support for the Commonwealth. In support of the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the Virginia public sector customers statewide. In addition to the above mentioned sales resources, Daly has teams of marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u> Daly has the technical resources, the experience and the technical infrastructure to service all locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>To enhance its technical services and support</p>
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		<p>capabilities, Daly has brought onboard several qualified subcontractors. These subcontractors will:</p> <ol style="list-style-type: none"> <li>1. Enhance Daly’s technical services resources and capability as well as contribute towards the strengthening of the small businesses community in the Commonwealth. Daly currently has several qualified companies to help deliver technical services. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</li> <li>2. For MPS projects that are relatively large scale (in the thousands of devices), Daly intends to use its pre-approved subcontractors to complement its resources and help in the areas of assessment, design, deployment services, and technical support. Additionally, HP’s MPS division has agreed to be Daly’s subcontractor for large scale and high speed production device MPS projects.</li> </ol> <p>When needed, with the permission of VITA, Daly may request to have additional qualified subcontractors added to its technical services team.</p>
<p>Does your proposed solution include any additional power protection with each unit? If so, please explain.</p>	<p>Y</p>	<p>As part of Daly’s proposed solution, customers will have the option to have additional power protection for their devices. Sample power protection solutions are as follows:</p> <ol style="list-style-type: none"> <li>1. Properly sized UPS that will provide not only clean filtered power but will also provide the appropriate uninterruptible power protection during power outages. Daly will work with the customer to size the UPS to obtain the desired power up time.</li> <li>2. Power load balancer that will automatically switch power from a primary power circuit source to a secondary/fail over power circuit source should the primary circuit breaks. For</li> </ol>

		<p>example, a single plug device will be plugged into a power load balancer that has 2 separate power sources for failover purposes.</p> <p>Daly’s system architect will work with the customer to design and configure the power protection based on the customer’s specific requirements.</p>
<p>Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.</p>	<p>N</p>	<p>All MFD devices proposed use standard 120 volt outlet.</p>
<p>Do the devices being proposed work with multiple operating systems? If so, please describe.</p>	<p>Y</p>	<p>The MFD proposed will work with multiple operating systems, i.e. Windows XP/7, Windows 8 when it is available, Windows Server 2010, 2012 (and earlier versions), Linux, and other major OS. The devices can also communicate with computing systems running iOS and Android OS based devices.</p>
<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>As a HP Elite Business Partner, HP Managed Print Advanced Specialty Partner, and a HP Authorized Service Provider, Daly’s sales and technical services personnel receive and undergo extensive sales and technical training from HP throughout the year. This process not only extends Daly’s core competencies in HP but is also an ongoing requirement for Daly to maintain its standings with HP. Examples of some of the HP trainings and certifications that Daly has are as follows:</p> <ol style="list-style-type: none"> <li>1. HP ePrint Enterprise Technical</li> <li>2. HP Secure Prescription Printing Solutions Technical</li> <li>3. HP Imaging and Printing Security Center Technical (IPSC)</li> <li>4. HP Access Control Express Technical</li> <li>5. HP Access Control Professional Technical</li> <li>6. HP ePrint Entrprise Sales</li> <li>7. HP Access Control Sales</li> <li>8. HP Imaging and Printing Security Center Sales</li> <li>9. Technical certifications for InkJets, LaserJets, LaserJets Multi-Function Printers, and DesignJets</li> </ol> <p>Sample copies of Daly’s HP printing and imaging certifications are shown in Exhibit 3</p>

<p>Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.</p>	<p>Y</p>	<p>for your review.</p> <p>Daly has the marketing ability and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house Marketing Department. Daly believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 12 years, Daly’s marketing and related campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. We believe that our ability to be able to market and promote this contract is second to none. Daly has a proven track record in marketing to the Commonwealth of Virginia public bodies. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of Managed Print Services and how MPS can be customized to the customer’s specific needs.</li> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art</p>
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		<p>technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained at the ground level into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p> <p>Daly is always open to marketing ideas and welcomes our customer’s feedback on our marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-</p>

		<p>stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly's <i>product return process</i> can be found online at <a href="http://www.daly.com/customer-portals/returns.html">http://www.daly.com/customer-portals/returns.html</a>.</p>
<p><b>Services</b></p>		
<p>Does your proposal solution include any user training on installed devices? If so, please explain.</p>	<p>Y</p>	<p>Daly will provide users with a variety of training services and related programs on installed devices. User trainings can be provided in the following settings:</p> <ol style="list-style-type: none"> <li>1. On the spot briefing and training at the device immediately after installation. Daly's technicians and engineers are instructed to always provide basic training on the equipment delivered and installed.</li> <li>2. Class room type training for larger groups of users and or administrators. The customer's device or a demo system will be used for the training.</li> <li>3. In depth class room training tailored for managers / administrators.</li> <li>4. In depth class room training tailored for technicians and engineers.</li> <li>5. Online web based trainings for regular users and or technicians.</li> <li>6. Webex type training for regular users and or technicians.</li> </ol> <p>Training topics can vary considerably depending on the requirements and may include but not limited to the following:</p> <p><u>For regular users :</u></p> <ol style="list-style-type: none"> <li>1. Major functions of the device, i.e. basic print, copy, email, fax, and scan features</li> <li>2. Default settings of the device for printing, copy, scanning, security, fax, and email</li> <li>3. Standard care and maintenance of the device: toner change, paper change, clearing paper jams, understanding the use of the display panel, identify different types of paper trays, adding staplers, opening duplex trays, etc.</li> <li>4. Identify power / network / phone fax connections</li> </ol>

	<ol style="list-style-type: none"> <li>5. Identify and learn about the device accessories and peripherals</li> <li>6. Default and advance settings for printing, duplex printing, copying, fax dialing, emailing documents, scanning double sided papers, etc.</li> <li>7. Security topics, i.e. usage of security pin numbers, access swipe card usage, etc.</li> <li>8. Setting up and editing email directories</li> <li>9. Modify default settings and adjustments for printing, email, copy, scanning, and fax             <ol style="list-style-type: none"> <li>a. Copy functions</li> <li>b. Scanning functions</li> <li>c. Email functions</li> <li>d. Printing options</li> <li>e. Fax options</li> </ol> </li> <li>10. How to connect to the MFD from the user’s network station</li> <li>11. Remote printing</li> <li>12. How and where to get additional help</li> </ol> <p><u>For advance users / administrators:</u></p> <ol style="list-style-type: none"> <li>1. All the above topics noted above</li> <li>2. How to obtain detailed information on the device from the display panel or from one’s network connected computer workstation</li> <li>3. How to generate and print reports from the device</li> <li>4. Discussion on security and related topics</li> <li>5. In depth discussion on the maintenance and support of the major internal and external components, i.e. fuser assembly, maintenance kits, paper trays, output trays, staplers, etc.</li> <li>6. Discuss network and connectivity related topics</li> <li>7. If work flow applications are integrated with the devices, discuss the proper use and support of the integrated solution</li> <li>8. How and where to get additional help from Daly or the manufacturer</li> </ol> <p><u>For technical personnel and engineers:</u>          These training sessions are typically designed for MFD technicians and engineers. Daly’s certified HP engineers can provide such training but it is recommended that for</p>
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		<p>manufacturer certified in depth training that the customer receives the manufacturer authorized technical certification training. These are the same or similar trainings that Daly’s certified engineers / technicians receive. Depending on the level of certifications, there may be options for online and or class room trainings.</p> <p>Daly’s account manager, engineers, and or project manager will work closely with the customer to create training programs that will address the customer’s specific requirements.</p>
<p>Does your proposed solution include any testing of the device once the installation is complete? If so, please explain.</p>	<p>Y</p>	<p>It is Daly’s standard practice that all installed devices undergo a series of testing as part of the installation process. All major functions of the device will be tested and the appropriate test copy results will be printed and generated as part of the testing process.</p> <ul style="list-style-type: none"> <li>• For network printing test, network connectivity will be needed. This means the MFP will need to be authenticated on the customer’s network, access to a computer connected to the network will be needed, the computer will need to have the proper print driver installed, and the MFD network IP address will need to be recognized by the computer. Customer’s network engineer will need to be present to provide the network credentials and the needed authentication information.</li> <li>• For proper fax function testing, a live phone line will be needed.</li> <li>• For testing scanning and emailing documents, a working network connection along with the proper network credentials and authentication will be needed. Again, the customer’s network engineer may be needed to provide the proper network authentication and connectivity.</li> <li>• Various test copies will be run.</li> <li>• Depending on the MFD device, other tests may include printing to multiple trays, duplex printing, stapling papers, manual feeding, multiple page scanning, etc.</li> </ul> <p>Other optional and advance tests may test for</p>

		<p>the following:</p> <ol style="list-style-type: none"> <li>1. Advance security functions, i.e. use of security pin codes or card swipes</li> <li>2. Non default settings that are customized to the customer’s specific requirements</li> <li>3. Auto archiving of documents when the device is part of an integrated solution to a document management system</li> <li>4. Creation of various directories for email and fax accounts</li> <li>5. Remote printing for smart phones, mobile computing or other BYOD devices</li> </ol> <p>For large deployments at single or multiple customer sites, Daly will work closely with the customer to develop a structured testing process that meets the customer’s specific requirements.</p>
<p>Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.</p>	<p>Y</p>	<p>Daly provides a variety of service and support programs for Authorized Users to receive service within 8 hours of notification or next business day. The solutions include but are not limited to: 8 hour onsite service; next business day (NBD) onsite service; same day 4 hour onsite service; loaner system program when a problem cannot be resolved the same day of the service; same day 4 hour onsite service with problem resolution; provide onsite spare parts inventory to ensure fast service turnaround; and having a Daly engineer report onsite on a regular basis. Under Daly’s Managed Print Services program, the MFDs and printing devices will be monitored 7x24 remotely and any problems with the devices should be picked up proactively by our monitoring center resulting in an engineer being dispatched to the customer site for onsite service within the specified SLA.</p> <p>To ensure that the users and the MFDs receive the proper level of services, it is important that Daly’s account managers and or project manager(s) work closely with the users to thoroughly understand the requirements and thereby craft the right service program for the user and or the device. Daly understands that in a public sector enterprise environment,</p>

	<p>different printing devices and users have different levels of priorities and mission criticality. A well designed service program should incorporate those requirements in the service SLAs.</p> <p>As an Authorized HP Service Provider, Daly has the organizational infrastructure and the technical resources in house to service this contract within the required SLA response time. However, from time to time, when the circumstance calls for it, Daly will utilize HP’s technical resources or Daly’s subcontractors to complement and supplement its capabilities.</p> <p>Daly’s 7x24 help desk and call center is the front line that receives all customer service requests. It is currently averaging a response time of less than 30 seconds from the initial call in. The toll free help desk number is (888) DALY-TEC. Customer service calls / requests received are diligently processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Customers also have other options to reach Daly’s help desk and call center. They are: via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>; via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>; or directly communicate with Daly’s call tracking systems via the customer’s call tracking system. When call requests are received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Sample screen shots of Daly’s customer service web portal are shown in Exhibit 4.</p> <p>Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the customer defined time line, automated escalations via emails and or text</p>
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	<p>messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances.</p> <p>When Authorized Users call in, they are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the problem is not immediately resolved over the phone and the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer site within the required SLA. Daly maintains manufacturer (HP) certified engineers and technicians. Some sample Daly HP certifications are shown in Exhibit 3. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly’s help desk will either pull such part from its service warehouse or order them directly from the manufacturer or the manufacturer authorized service parts provider. Most parts ordered are shipped over night to either Daly’s location or a location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly’s mission is to ensure that all calls are addressed in a timely manner to the customer’s satisfaction and within the contract SLA.</p> <p>It is Daly’s policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer’s needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</p>
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<p>Does your proposed solution provide a loaner if the proposed equipment will be out of operation for more than 48 hours? If so, please explain.</p>	<p>Y</p>	<p>Daly does have a loaner program. The program provides users with loaner equipment if a device is out of operation for more than 48 hours or the predefined SLA time line. Each loaner program will have to be pre-arranged and planned to ensure that the proper amount and types of loaner equipment are set aside and designated for the customer use.</p>
<p>When rental agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>	<p>Y</p>	<p>Rental agreements are available for customers. These rental agreements will have pre-defined service level agreements. Please see Appendix A.</p>
<p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (<a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a>)</p>	<p>Y</p>	<p>Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current VITA punch-out catalog is shown in Exhibit 5.</p>
<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>N/A</p>	<p><u>Sales and Related Support Services</u> Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of MFD, wide format devices and computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide government and education contracts.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The</p>

	<p>Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the above sales resources, Daly also has a dedicated managed print services sales specialist who will provide additional MPS sales support for the Commonwealth. In support of the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the Virginia public sector customers statewide. In addition to the above mentioned sales resources, Daly has teams of marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly has the technical resources, the experience and the technical infrastructure to service all locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p>
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		<p>To enhance its technical services and support capabilities, Daly has brought onboard several qualified subcontractors. These subcontractors will:</p> <ol style="list-style-type: none"> <li>1. Enhance Daly’s technical services resources and capability as well as contribute towards the strengthening of the small businesses community in the Commonwealth. Daly currently has several qualified companies to help deliver technical services. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</li> <li>2. For MPS projects that are relatively large scale (in the thousands of devices), Daly intends to use its pre-approved subcontractors to complement its resources and help in the areas of assessment, design, deployment services, and technical support. Additionally, HP’s MPS division has agreed to be Daly’s subcontractor for large scale and high speed production device MPS projects.</li> </ol>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p>	<p>Y</p>	<p>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly’s service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly’s senior system engineers, system architects, and network engineers</li> <li>• Daly’s subject matter experts</li> <li>• Daly’s teams of customer engineers and field technicians</li> <li>• Daly’s Project managers</li> <li>• Daly’s 7x24 help desk and call center</li> <li>• Daly’s sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from Daly’s manufacturer partners subcontractors.</li> </ul> <p>For devices that are under a MPS program, the</p>

	<p>devices will be monitored remotely 7x24x365.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for print fleet management, job costing software, document management software, custom security programs, remote wireless printing, etc.</li> <li>• Total solution advice and best practices discussion</li> <li>• Managed Print Services design, benefits, implementation processes, and related solutions</li> <li>• Various MPS programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Benefits of leasing versus non lease procurement</li> <li>• Equipment rental vs. leasing discussion</li> <li>• Hardware and software technology roadmap briefings</li> <li>• Hardware and software training</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• Remote print and network management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project</p>
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		management teams will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer’s specific needs.
Does your proposed solution include the development of a punch-out catalog website that interfaces with eVA? (details at <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> ) If so, please explain.	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current punch-out catalog is shown in Exhibit 5.
<b>Reports</b>		
Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.	Y	<p>With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer’s locations. Daly’s ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly’s invoice numbers, etc. A sample report is shown in Exhibit 6. Daly can customize the report to the customer’s specifications. All requested reports are also available in hard and or electronic copies via email or online access.</p> <p>For customers that have devices under Daly’s MPS program, authorized customers will have access to a wealth of information on the devices.</p>
Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.	Y	Authorized users and customers can have access to an electronic service log via Daly’s online customer service portal. This service portal gives customers access to an electronic service log within Daly’s call tracking system. The service log contains all pertinent information related to a particular service call

	<p>or work order. Some of the information tracked is as follows: date and time of initial call; Daly work order number; customer's work order number; customer name; address, and contact information; equipment model number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call.</p> <p>Daly's customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Sample screen shots of the electronic service log are shown in Exhibit 7.</p> <p>Also, using HP's Web JetAdmin, Daly can provide customers with a variety of service logs, remote diagnostic capabilities, and management capabilities. HP Web Jetadmin is a simple print and imaging peripheral management software tool that helps optimize device utilization, control color costs, secure devices, and streamline supplies management by enabling remote configuration, proactive monitoring, security, troubleshooting, and reporting of printing and imaging devices.</p> <p>Using HP's Web JetAdmin, customers can get print environment assessment, enhanced supplies monitoring, and balanced printer deployment with the following features:</p> <ul style="list-style-type: none"> <li>• PC Printer Discovery: Provides inventory information about locally connected (USB or parallel) printers.</li> <li>• HP Driver Preconfiguration: Lets you set driver settings while creating a new print path in Web Jetadmin.</li> <li>• Report Generation: offers powerful insight into your print environment with a variety of reports.</li> <li>• Authentication Manager: Lets you secure device functions via different log-in methods for each function.</li> <li>• HP Device Storage Manager: Provides the ability to initialize, write-protect, and securely erase disks.</li> </ul> <p>For devices under Daly's MPS program, customers will have access to detailed service</p>
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		<p>log information online from the Daly print fleet management system. Customers can generate device usage and service related reports anytime.</p>
<p>Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.</p>	<p>Y</p>	<p>Daly can provide a variety of reports that may be of tremendous value and benefit to the Authorized Users. Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive historical report of the device utilization – from page counts, toner usage, maintenance kit usage, to service log.</li> <li>2. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>3. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>4. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>5. Reports documenting software licensing and their maintenance schedule. There are various software applications that can be used in conjunction with the MFDs, i.e. documenting management software or job costing software by departments, etc.</li> <li>6. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>7. Complete service call history report with equipment failure rates and trending charts.</li> <li>8. Various trending reports can be provided based on customer’s specifications.</li> <li>9. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value</p>

		<p>and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its customers. All information can be available in hard copy and or electronic copy. Some sample reports are shown in Exhibit 8.</p>
<p><b>Security</b></p>		
<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives:  <a href="http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf">http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</a></p>	<p>Y</p>	<p>Daly Computers has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures.</p> <p>Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty. For non-functional</p>

		<p>failed hard drive devices, HP offers a “Defective Media Retention” program which allows customers to maintain possession of the failed drive while adjuring to the terms and conditions of the standard equipment warranty agreements. Details of this drive retention program are presented in Exhibit 9.</p> <p>In addition to the above, Daly can physically shred the device hard drives for the customer. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers. Daly maintains a drive shredder that can shred up to 180 drives per hour. This shredder also shreds tapes, CDs, and other media.</p> <p>For your information, all information on an HP printing device hard drive can be securely deleted by the customer before disposal, redeployment or end of lease or rental return. The HP Secure Storage Erase feature overwrites the entire hard drive using HP Secure Data Erase technology with either a 1 pass or 3 pass overwrite. Performing Secure Storage Erase ensures all customer data is securely erased. When using the HP Secure Hard Disk solution, all data present on the hard drive can be deleted by using “Secure Hard Disk Erase/Unlock”, which performs a cryptographic erase. This feature of encrypted storage devices renders all data permanently unreadable by resetting the internal encryption keys.</p>
<p>Does your proposed solution include the ability for Authorized Users to purchase hard drives from MFD's after the rental period? If so, please provide pricing in Exhibit C in the optional pricing tab</p>	<p>Y</p>	<p>Authorized Users will be able to purchase the hard drives from the MFDs after the rental period. Please see Exhibit C.</p>

<b>Exhibit A</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>General</b>		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf</a>                      (refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)                      If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)).                      If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	<p>Y</p>	<p>In response to the requirements of Segment 15 – 18 of the MFD category, Daly is proposing HP’s MFD devices which are produced by Toshiba. HP is known as a global leader and manufacturer of MFDs. However, for the MFD devices specified in in Segments 15 - 18, HP is currently using Toshiba’s equipment as its offerings. In this instance, Toshiba is the original equipment manufacturer for HP’s Segment 15 – 18 devices. Please note that Daly will be sourcing these MFD devices directly from HP. Throughout this proposal response, the Segment 15 – 18 MFD devices will be referred to as the HP/Toshiba systems.</p> <p>In general, for 508 Compliances, HP uses the Voluntary Product Accessibility Template (VPAT) as a way to assist U.S. Federal agencies and other customer in determining how HP products support the 'Electronic and Information Accessibility Standards' set forth in regulations of the US Architectural and Transportation Barriers Compliance Board (36 CFR Part 1194), which implements Section 508 of the Rehabilitation Act (29 USC 794d), as amended by P.L. No. 106-246 (July 13, 2000). Each VPAT provides a summary and detail level description how HP products conform to specific Section 508 standards. HP’s 508 compliance in regards to accessibility for people with disabilities or age related limitations can be found online at <a href="https://h41268.www4.hp.com/live/index.aspx?qid=11387">https://h41268.www4.hp.com/live/index.aspx?qid=11387</a>.</p> <p>The HP/Toshiba products proposed are designed to be usable by all persons and comply to the fullest extent with Section 508 of the Rehabilitation Acts of 1998. Toshiba continually invests in making its products more accessible and easier to use for visual and hearing impaired as well as mobility impaired individuals. Features vary by model, however, all models include tilting control</p>

	<p>panels and audible beep options that can assist in letting the user know a selection has been made. Another feature includes the ability to change the screen from negative to positive to assist in viewing. Many of HP/Toshiba devices come standard with features that improve use and access by individuals with disabilities, such as:</p> <ul style="list-style-type: none"> <li>• Reversible Negative/Positive LCD front panel – By reversing the front panel color scheme, some users may find the LCD screen easier to read. This is ideal for users with certain vision impairments. Also, the front panel is full color which may be easier to read than monochrome.</li> <li>• Quick Key – A unique Quick Key can be activated by technicians to provide access to the MFD’s most popular features in large easy-to-read buttons on the front panel.</li> <li>• Tilted Control Panel – The front panel is tilted at such an angle as to facilitate viewing from a low height. The screen’s brightness and contrast is also adjustable.</li> <li>• Larger Front Panel Buttons – The hard key buttons are notably larger making them not only easier to see, but easier to select with less precision. As well, the hard panel buttons have embossed symbols on them making them easier to identify by those with vision impairments.</li> <li>• Easy Access Drawers – The drawers are uniquely designed to facilitate opening by grabbing the handles from above or below each drawer. This particularly addresses the needs of users that may be wheelchair bound.</li> <li>• Easy Access Input/Output – The unique shape of the Reverse Automatic Document Feeder (RADF) and the finisher exit trays enables the easy loading and retrieval of originals. As well, the height of the finisher exit trays simplifies retrieving copied sets.</li> <li>• Audible Beep Signals – The devices can be configured to audibly beep upon the selection of any setting to inform the user that the selection has been made.</li> </ul>
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<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.</p>	<p>Y</p>	<p>As a global leading manufacturer of MFD, printing and copying devices, HP certainly adheres to EPA's Energy Star standards. In addition, HP also adheres to the EPEAT standard. EPEAT certified products are also Energy Star compliant. HP's Energy Star and EPEAT participation lists can be found online at <a href="http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6">http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6</a>. A listing of HP's Energy Star devices can be found online at: <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a>.</p> <p>Energy efficiency is integrated into all of the HP/Toshiba products, and the proposed models meet the guidelines for energy efficiency under the EPA'S ENERGY STAR label. The MFD devices also are designed to contribute to a low-noise environment, with energy saver features that put the unit in standby mode, thus reducing noise and ultimately help customers save on their energy bill. The HP Toshiba products incorporate an auto shut-off with a daylight savings time feature that automatically adjusts turn-off and turn-on time. Further, the high efficiency induction heating (IH) fusing technology built into the MFDs devices increases productivity by shortening the warm-up time while dramatically reducing energy consumption.</p>
<p>Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.</p>	<p>N and Y</p>	<p>Daly's proposed solution for MFD devices will utilize in-house sales and services resources for statewide coverage as well as sales and service resources from its subcontractor, HP/Toshiba.</p> <p><u>Sales and Related Support Services</u></p>

	<p>Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. This team will be closely paired up with HP’s account managers to support the state.</p> <p>Daly in-house sales personnel has been selling and delivering a wide range of MFDs and Wide Format printers and other computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide contracts for more than a decade. Dedicated teams of field reps and inside sales reps are assigned to sell and support the Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. In addition to the above mentioned sales resources, Daly has teams of project marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly will use its technical resources and infrastructure to service all locations of all public bodies within the Commonwealth of Virginia. As the prime contractor, Daly is</p>
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		<p>committed to utilizing and dispatching its in-house technical personnel when appropriate to cover all locations in the Commonwealth in response to the technical services requirements of this contract.</p> <p><u>Subcontractors</u>                  To ensure that it can seamlessly provide the proper sales and technical resources to its customers statewide, Daly will leverage the vast sales and technical resources from HP/Toshiba for Segment 15 – 18 devices. As stated earlier, HP is designated as a subcontractor for Daly the HP/Toshiba resources will be integrated into Daly’s total offering seamlessly. Within the Commonwealth, HP/Toshiba has approximately 50 trained technicians for all of HP/Toshiba’s products. These personnel will be used as Daly’s subcontractors. As the prime contractor, Daly understands that it is ultimately and foremost responsible for all of its performance.</p> <p>In addition to using HP as its subcontractor, Daly has also engaged two qualified Virginia certified SWAM for technical support. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</p>
<p>Does your proposed solution include any additional power protection with each unit? If so, please explain.</p>	<p>Y</p>	<p>As part of Daly’s proposed solution, customers will have the option to have additional power protection for their devices. Sample power protection solutions are as follows:</p> <ol style="list-style-type: none"> <li>1. Properly sized UPS that will provide not only clean filtered power but will also provide the appropriate uninterruptible power protection during power outages. Daly will work with the customer to size the UPS to obtain the desired power up time.</li> <li>2. Power load balancer that will automatically switch power from a primary power circuit source to a</li> </ol>

		<p>secondary/fail over power circuit source should the primary circuit breaks. For example, a single plug device will be plugged into a power load balancer that has 2 separate power sources for failover purposes.</p> <p>Daly’s system architect will work with the customer to design and configure the power protection based on the customer’s specific requirements.</p>
<p>Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.</p>	<p>N</p>	<p>All MFD devices proposed use standard 120 volt outlet.</p>
<p>Do the devices being proposed work with multiple operating systems? If so, please describe.</p>	<p>Y</p>	<p>The MFD proposed will work with multiple operating systems, i.e. Windows XP/7, Windows 8 when it is available, Windows Server 2010, 2012 (and earlier versions), Linux, and other major OS. The devices can also communicate with computing systems running iOS and Android OS based devices.</p>
<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>As a HP Elite Business Partner, HP Managed Print Advanced Specialty Partner, and a HP Authorized Service Provider, Daly’s sales and technical services personnel receive and undergo extensive sales and technical training from HP throughout the year. This process not only extends Daly’s core competencies in HP but is also an ongoing requirement for Daly to maintain its standings with HP. Examples of some of the HP trainings and certifications that Daly has are as follows:</p> <ol style="list-style-type: none"> <li>1. HP ePrint Enterprise Technical</li> <li>2. HP Secure Prescription Printing Solutions Technical</li> <li>3. HP Imaging and Printing Security Center Technical (IPSC)</li> <li>4. HP Access Control Express Technical</li> <li>5. HP Access Control Professional Technical</li> <li>6. HP ePrint Enterprise Sales</li> <li>7. HP Access Control Sales</li> <li>8. HP Imaging and Printing Security Center Sales</li> <li>9. Technical certifications for InkJets, LaserJets, LaserJets Multi-Function Printers, and DesignJets.</li> </ol>

		<p>Sample copies of Daly’s HP printing and imaging certifications are shown in Exhibit 3 for your review. Throughout their employment at Daly, service technicians are required to attend refresher training and skills enhancement courses, particularly when new models, upgrades, or software/hardware solutions are introduced. Meticulous training record is maintained for each technical member to ensure training is conducted as required and that all training and certifications remain current.</p> <p>In response to the requirements of this category of the RFP, Daly’s sales and technical personnel will undergo training on a regular basis on a quarterly to annual basis.</p>
<p>Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.</p>	<p>Y</p>	<p>Daly has the marketing ability and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house Marketing Department. Daly believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 12 years, Daly’s marketing and related campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. We believe that our ability to be able to market and promote this contract is second to none. Daly has a proven track record in marketing to the Commonwealth of Virginia public bodies. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of Managed Print Services and how MPS can be customized to the customer’s specific needs.</li> <li>• Endeavor to make this contract the most</li> </ul>

	<p>used contract vehicle in the Commonwealth for the products and solutions proposed.</p> <ul style="list-style-type: none"> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained at the ground level into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p> <p>Daly is always open to marketing ideas and welcomes our customer’s feedback on our</p>
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		<p>marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly’s <i>product return process</i> can be found online at <a href="http://www.daly.com/customer-portals/returns.html">http://www.daly.com/customer-portals/returns.html</a>.</p>
<p><b>Services</b></p>		
<p>Does your proposal solution include any user training on installed devices? If so, please explain.</p>	<p>Y</p>	<p>Daly will provide users with a variety of training services and related programs on installed devices. User trainings can be provided in the following settings:</p> <ol style="list-style-type: none"> <li>1. On the spot briefing and training at the device immediately after installation. Daly’s technicians and engineers are instructed to always provide basic training on the equipment delivered and installed.</li> <li>2. Class room type training for larger groups of users and or administrators. The customer’s device or a demo system will be used for the training.</li> <li>3. In depth class room training tailored for managers / administrators.</li> <li>4. In depth class room training tailored for technicians and engineers.</li> <li>5. Online web based trainings for regular users and or technicians.</li> <li>6. Webex type training for regular users and or technicians.</li> </ol> <p>Training topics can vary considerably</p>

	<p>depending on the requirements and may include but not limited to the following:</p> <p><u>For regular users :</u></p> <ol style="list-style-type: none"> <li>1. Major functions of the device, i.e. basic print, copy, email, fax, and scan features</li> <li>2. Default settings of the device for printing, copy, scanning, security, fax, and email</li> <li>3. Standard care and maintenance of the device: toner change, paper change, clearing paper jams, understanding the use of the display panel, identify different types of paper trays, adding staplers, opening duplex trays, etc.</li> <li>4. Identify power / network / phone fax connections</li> <li>5. Identify and learn about the device accessories and peripherals</li> <li>6. Default and advance settings for printing, duplex printing, copying, fax dialing, emailing documents, scanning double sided papers, etc.</li> <li>7. Security topics, i.e. usage of security pin numbers, access swipe card usage, etc.</li> <li>8. Setting up and editing email directories</li> <li>9. Modify default settings and adjustments for printing, email, copy, scanning, and fax             <ol style="list-style-type: none"> <li>a. Copy functions</li> <li>b. Scanning functions</li> <li>c. Email functions</li> <li>d. Printing options</li> <li>e. Fax options</li> </ol> </li> <li>10. How to connect to the MFD from the user’s network station</li> <li>11. Remote printing</li> <li>12. How and where to get additional help</li> </ol> <p><u>For advance users / administrators:</u></p> <ol style="list-style-type: none"> <li>1. All the above topics noted above</li> <li>2. How to obtain detailed information on the device from the display panel or from one’s network connected computer workstation</li> <li>3. How to generate and print reports from the device</li> <li>4. Discussion on security and related topics</li> <li>5. In depth discussion on the maintenance and support of the major internal and</li> </ol>
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		<p>external components, i.e. fuser assembly, maintenance kits, paper trays, output trays, staplers, etc.</p> <ol style="list-style-type: none"> <li>6. Discuss network and connectivity related topics</li> <li>7. If work flow applications are integrated with the devices, discuss the proper use and support of the integrated solution</li> <li>8. How and where to get additional help from Daly or the manufacturer</li> </ol> <p><u>For technical personnel and engineers:</u>                  These training sessions are typically designed for MFD technicians and engineers. Daly’s certified HP engineers can provide such training but it is recommended that for manufacturer certified in depth training that the customer receives the manufacturer authorized technical certification training. These are the same or similar trainings that Daly’s certified engineers / technicians receive. Depending on the level of certifications, there may be options for online and or class room trainings.</p> <p>Daly’s account manager, engineers, and or project manager will work closely with the customer to create training programs that will address the customer’s specific requirements.</p>
<p>Does your proposed solution include any testing of the device once the installation is complete? If so, please explain.</p>	<p>Y</p>	<p>It is Daly’s standard practice that all installed devices undergo a series of testing as part of the installation process. All major functions of the device will be tested and the appropriate test copy results will be printed and generated as part of the testing process.</p> <ul style="list-style-type: none"> <li>• For network printing test, network connectivity will be needed. This means the MFP will need to be authenticated on the customer’s network, access to a computer connected to the network will be needed, the computer will need to have the proper print driver installed, and the MFD network IP address will need to be recognized by the computer. Customer’s network engineer will need to be present to provide the network credentials and the needed authentication information.</li> </ul>

		<ul style="list-style-type: none"> <li>• For proper fax function testing, a live phone line will be needed.</li> <li>• For testing scanning and emailing documents, a working network connection along with the proper network credentials and authentication will be needed. Again, the customer’s network engineer may be needed to provide the proper network authentication and connectivity.</li> <li>• Various test copies will be run.</li> <li>• Depending on the MFD device, other tests may include printing to multiple trays, duplex printing, stapling papers, manual feeding, multiple page scanning, etc.</li> </ul> <p>Other optional and advance tests may test for the following:</p> <ol style="list-style-type: none"> <li>1. Advance security functions, i.e. use of security pin codes or card swipes</li> <li>2. Non default settings that are customized to the customer’s specific requirements</li> <li>3. Auto archiving of documents when the device is part of an integrated solution to a document management system</li> <li>4. Creation of various directories for email and fax accounts</li> <li>5. Remote printing for smart phones, mobile computing or other BYOD devices</li> </ol> <p>For large deployments at single or multiple customer sites, Daly will work closely with the customer to develop a structured testing process that meets the customer’s specific requirements.</p>
<p>Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.</p>	<p>Y</p>	<p>Daly provides a variety of service and support programs for Authorized Users to receive service within 8 hours of notification or next business day. The solutions include but are not limited to: 8 hour onsite service; next business day (NBD) onsite service; same day 4 hour onsite service; loaner system program when a problem cannot be resolved the same day of the service; same day 4 hour onsite service with problem resolution; provide onsite spare parts inventory to ensure fast service turnaround; and having a Daly engineer report onsite on a regular basis. Under Daly’s Managed Print Services program,</p>

	<p>the MFDs and printing devices will be monitored 7x24 remotely and any problems with the devices should be picked up proactively by our monitoring center resulting in an engineer being dispatched to the customer site for onsite service within the specified SLA.</p> <p>To ensure that the users and the MFDs receive the proper level of services, it is important that Daly’s account managers and or project manager(s) work closely with the users to thoroughly understand the requirements and thereby craft the right service program for the user and or the device. Daly understands that in a public sector enterprise environment, different printing devices and users have different levels of priorities and mission criticality. A well designed service program should incorporate those requirements in the service SLAs.</p> <p>As an Authorized HP Service Provider, Daly has the organizational infrastructure and the technical resources in house to service this contract within the required SLA response time. However, from time to time, when the circumstance calls for it, Daly will utilize HP’s technical resources or Daly’s subcontractors to complement and supplement its capabilities.</p> <p>Daly’s 7x24 help desk and call center is the front line that receives all customer service requests. It is currently averaging a response time of less than 30 seconds from the initial call in. The toll free help desk number is (888) DALY-TEC. Customer service calls / requests received are diligently processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Customers also have other options to reach Daly’s help desk and call center. They are: via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>; via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>; or directly communicate with Daly’s call tracking systems via the customer’s call tracking system. When call requests are</p>
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	<p>received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Sample screen shots of Daly’s customer service web portal are shown in Exhibit 4.</p> <p>Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the customer defined time line, automated escalations via emails and or text messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances.</p> <p>When Authorized Users call in, they are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the problem is not immediately resolved over the phone and the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer site within the required SLA. Daly maintains manufacturer (HP) certified engineers and technicians. Some sample Daly HP certifications are shown in Exhibit 3. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly’s help desk will either pull such part from its service warehouse or order them directly from the manufacturer or the manufacturer authorized service parts provider. Most parts ordered are shipped over night to either Daly’s</p>
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		<p>location or a location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly’s mission is to ensure that all calls are addressed in a timely manner to the customer’s satisfaction and within the contract SLA.</p> <p>It is Daly’s policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer’s needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</p>
<p>Does your proposed solution provide a loaner if the proposed equipment will be out of operation for more than 48 hours? If so, please explain.</p>	<p>Y</p>	<p>Daly does have a loaner program. The program provides users with loaner equipment if a device is out of operation for more than 48 hours or the predefined SLA time line. Each loaner program will have to be pre-arranged and planned to ensure that the proper amount and types of loaner equipment are set aside and designated for the customer use.</p>
<p>When rental agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>	<p>Y</p>	<p>Rental agreements are available for customers. These rental agreements will have pre-defined service level agreements. Please see Appendix A.</p>
<p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (<a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a>)</p>	<p>Y</p>	<p>Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current VITA punch-out catalog is shown in Exhibit 5.</p>
<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>N/A</p>	<p><u>Sales and Related Support Services</u> Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. This team will be closely paired up with HP’s account managers to support the state.</p> <p>Daly in-house sales personnel has been selling and delivering a wide range of MFDs and Wide Format printers and other computer related</p>

	<p>technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide contracts for more than a decade. Dedicated teams of field reps and inside sales reps are assigned to sell and support the Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. In addition to the above mentioned sales resources, Daly has teams of project marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly will use its technical resources and infrastructure to service all locations of all public bodies within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel when appropriate to cover all locations in the Commonwealth in response to the technical services requirements of this contract.</p> <p><u>Subcontractors</u>  To ensure that it can seamlessly provide the proper sales and technical resources to its customers statewide, Daly will leverage the</p>
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		<p>vast sales and technical resources from HP/Toshiba. HP is designated as a subcontractor for Daly. The HP/Toshiba resources will be integrated into Daly’s total offering seamlessly. Within the Commonwealth, HP/Toshiba has approximately 50 trained technicians for all of HP/Toshiba’s products. These personnel will be used as Daly’s subcontractors. As the prime contractor, Daly understands that it is ultimately and foremost responsible for all of its performance.</p> <p>In addition to using HP as its subcontractor, Daly has also engaged two qualified Virginia certified SWAM for technical support. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</p>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p>	<p>Y</p>	<p>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly’s service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly’s senior system engineers, system architects, and network engineers</li> <li>• Daly’s subject matter experts</li> <li>• Daly’s teams of customer engineers and field technicians</li> <li>• Daly’s Project managers</li> <li>• Daly’s 7x24 help desk and call center</li> <li>• Daly’s sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from Daly’s manufacturer partners subcontractors.</li> </ul> <p>For devices that are under a MPS program, the devices will be monitored remotely 7x24x365.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or</p>

		<p>via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for print fleet management, job costing software, document management software, custom security programs, remote wireless printing, etc.</li> <li>• Total solution advice and best practices discussion</li> <li>• Managed Print Services design, benefits, implementation processes, and related solutions</li> <li>• Various MPS programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Benefits of leasing versus non lease procurement</li> <li>• Equipment rental vs. leasing discussion</li> <li>• Hardware and software technology roadmap briefings</li> <li>• Hardware and software training</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• Remote print and network management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project management teams will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer’s specific needs.</p>
Does your proposed solution include the	Y	Daly Computers currently already maintains

<p>development of a punch-out catalog website that interfaces with eVA? (details at <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a>) If so, please explain.</p>		<p>several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current punch-out catalog is shown in Exhibi5 5.</p>
<p><b>Reports</b></p>		
<p>Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.</p>	<p>Y</p>	<p>With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer’s locations. Daly’s ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly’s invoice numbers, etc. A sample report is shown in Exhibit 6. Daly can customize the report to the customer’s specifications. All requested reports are also available in hard and or electronic copies via email or online access.</p> <p>For customers that have devices under Daly’s MPS program, authorized customers will have access to a wealth of information on the devices.</p>
<p>Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.</p>	<p>Y</p>	<p>Authorized users and customers can have access to an electronic service log via Daly’s online customer service portal. This service portal gives customers access to an electronic service log within Daly’s call tracking system. The service log contains all pertinent information related to a particular service call or work order. Some of the information tracked is as follows: date and time of initial call; Daly work order number; customer’s work order number; customer name; address, and contact information; equipment model</p>

	<p>number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call.</p> <p>Daly’s customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Sample screen shots of the electronic service log are shown in Exhibit 7.</p> <p>Also, using HP’s Web JetAdmin, Daly can provide customers with a variety of service logs, remote diagnostic capabilities, and management capabilities. HP Web Jetadmin is a simple print and imaging peripheral management software tool that helps optimize device utilization, control color costs, secure devices, and streamline supplies management by enabling remote configuration, proactive monitoring, security, troubleshooting, and reporting of printing and imaging devices.</p> <p>Using HP’s Web JetAdmin, customers can get print environment assessment, enhanced supplies monitoring, and balanced printer deployment with the following features:</p> <ul style="list-style-type: none"> <li>• PC Printer Discovery: Provides inventory information about locally connected (USB or parallel) printers.</li> <li>• HP Driver Preconfiguration: Lets you set driver settings while creating a new print path in Web Jetadmin.</li> <li>• Report Generation: offers powerful insight into your print environment with a variety of reports.</li> <li>• Authentication Manager: Lets you secure device functions via different log-in methods for each function.</li> <li>• HP Device Storage Manager: Provides the ability to initialize, write-protect, and securely erase disks.</li> </ul> <p>For devices under Daly’s MPS program, customers will have access to detailed service log information online from the Daly print fleet management system. Customers can generate device usage and service related reports anytime.</p>
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<p>Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.</p>	<p>Y</p>	<p>Daly can provide a variety of reports that may be of tremendous value and benefit to the Authorized Users. Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive historical report of the device utilization – from page counts, toner usage, maintenance kit usage, to service log.</li> <li>2. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>3. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>4. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>5. Reports documenting software licensing and their maintenance schedule. There are various software applications that can be used in conjunction with the MFDs, i.e. documenting management software or job costing software by departments, etc.</li> <li>6. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>7. Complete service call history report with equipment failure rates and trending charts.</li> <li>8. Various trending reports can be provided based on customer’s specifications.</li> <li>9. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its</p>
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		<p>customers. All information can be available in hard copy and or electronic copy. Some sample reports are shown in Exhibit 8.</p>
<p><b>Security</b></p>		
<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives:  <a href="http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf">http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</a></p>	<p>Y</p>	<p>Daly Computers has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures.</p> <p>Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty. For non-functional failed hard drive devices, HP offers a “Defective Media Retention” program which allows customers to maintain possession of</p>

	<p>the failed drive while adjuring to the terms and conditions of the standard equipment warranty agreements. Details of this drive retention program are presented in Exhibit 9.</p> <p>In addition to the above, Daly can physically shred the device hard drives for the customer. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers. Daly maintains a drive shredder that can shred up to 180 drives per hour. This shredder also shreds tapes, CDs, and other media.</p> <p>For your information, all information on an HP printing device hard drive can be securely deleted by the customer before disposal, redeployment or end of lease or rental return. The HP Secure Storage Erase feature overwrites the entire hard drive using HP Secure Data Erase technology with either a 1 pass or 3 pass overwrite. Performing Secure Storage Erase ensures all customer data is securely erased. When using the HP Secure Hard Disk solution, all data present on the hard drive can be deleted by using “Secure Hard Disk Erase/Unlock”, which performs a cryptographic erase. This feature of encrypted storage devices renders all data permanently unreadable by resetting the internal encryption keys.</p> <p>The HP/Toshiba equipment has incorporated several security features:          All of the MFD devices proposed feature a patented, built-in 256-bit AES self-encrypting drive (SED) for the utmost in document and data security. The SED technology features Automatic Drive Invalidation that renders the hard drive useless if removed and installed into another device. AES is a U.S. government-approved cryptographic algorithm that is recommended by the National Institute of Standards and Technology (NIST). After completion of the use of the MFD or at lease end, all data on the MFD is instantly invalidated and the ability to read any of the data is completely disabled.</p>
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		<p>Data Overwrite comes standard as well, to meet Department of Defense requirements by immediately writing over any data stored on the hard drive during document processing. These features have earned the new e-STUDIO series an exceptional Common Criteria Evaluation Assurance Level rating of three (EAL3).</p>
<p>Does your proposed solution include the ability for Authorized Users to purchase hard drives from MFD's after the rental period? If so, please provide pricing in Exhibit C in the optional pricing tab</p>	<p>Y</p>	<p>Authorized Users will be able to purchase the hard drives from the MFDs after the rental period. Please see Exhibit C.</p>

Exhibit A		
Requirement	Y/N/F	Description
<b>General</b>		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf</a> (refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)).</p> <p>If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	Y	<p>The solution and products that Daly is proposing do provide 508 Compliance in accordance with the IT Accessibility and 508 Compliance standards. HP uses the Voluntary Product Accessibility Template (VPAT) as a way to assist U.S. Federal agencies and other customer in determining how HP products support the 'Electronic and Information Accessibility Standards' set forth in regulations of the US Architectural and Transportation Barriers Compliance Board (36 CFR Part 1194), which implements Section 508 of the Rehabilitation Act (29 USC 794d), as amended by P.L. No. 106-246 (July 13, 2000). Each VPAT provides a summary and detail level description how HP products conform to specific Section 508 standards.</p> <p>Information on HP’s Section 508 compliance can be found online at <a href="http://www8.hp.com/us/en/hp-information/accessibility-aging/products.html#.UICSuoY6zKc">http://www8.hp.com/us/en/hp-information/accessibility-aging/products.html#.UICSuoY6zKc</a>. HP’s Section 508 compliant product listing can be found online at <a href="http://v4nzpro.houston.hp.com/508Accessibility/">http://v4nzpro.houston.hp.com/508Accessibility/</a>. Additional information on HP’s Accessibility Program is shown in Exhibit 1.</p>
<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.</p>	Y	<p>As a global leading manufacturer of inkjets, all-in-one inkjets, laserjets, and wide format printers, HP adheres to EPA’s Energy Star standards. HP also adheres to the EPEAT standard. EPEAT certified products are also Energy Star compliant. HP’s Energy Star and EPEAT participation lists can be found online at <a href="http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;s_code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6">http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;s_code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6</a>. A listing of HP’s Energy Star devices can be found online at: <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a>. See Exhibit 2.</p>
<p>Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.</p>	N and Y	<p>Daly's proposed solution does not require incorporating subcontractors to provide sales/service coverage for the entire Commonwealth of Virginia (COV). Daly has the sales and technical resources/personnel to service and support the entire Commonwealth.</p>

		<p><u>Sales and Related Support Services</u>                  Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly currently has over 10 sales and marketing personnel supporting the Commonwealth. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly actively sells and delivers a wide range of printers to include inkjets, all-in-one inkjets, laserjets, wide format printers and other computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide.</p> <p><u>Technical Services and Related Support</u>                  Daly has the technical resources, the experience and the technical infrastructure to service all locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly has teams of technical resources and services personnel providing technical support statewide already.</p> <p>To enhance its technical service and support capability, Daly has engaged several Virginia certified SWAM. These certified SWAM service providers will provide technical resources in those instances where help is needed. Additionally, HP has also agreed to be Daly’s subcontractor under this contract. With the permission of VITA, Daly will utilize these qualified subcontractors to enhance its service capability.</p>
<p>Does your proposed solution include any additional power protection with each unit? If so, please explain.</p>	<p>Y</p>	<p>As part of Daly’s proposed solution, customers will have the option to have additional power protection for their devices. Sample power protection solutions are as follows:</p> <ol style="list-style-type: none"> <li>1. Properly sized UPS that will provide not only clean filtered power but will also provide the appropriate uninterruptible power protection during power outages. Daly will work with the customer to size the UPS to obtain the desired power up time.</li> <li>2. Power load balancer that will automatically switch power from a primary power circuit source to a secondary/fail over power circuit source should the primary circuit breaks. For example, a single plug device will be plugged into a power load balancer that has 2 separate power sources for failover purposes.</li> </ol>

## Section 5 – Exhibit A – Wide Format

		Daly's system architect will work with the customer to design and configure the power protection based on the customer's specific requirements.
Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.	N	All inkjets, all-in-one inkjets, laserjets, and wide format printers proposed use standard 120 volt outlet.
Does your proposed solution include the development of a punch-out catalog website that interfaces with eVA? (details at <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> ) If so, please explain.	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly's current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shots of Daly's current VITA punch-out catalog are shown in Exhibit 5.
Do the devices being proposed work with multiple operating systems? If so, please describe.	Y	The devices proposed will work with multiple operating systems, i.e. Windows XP/7, Windows 8 when it is available, Windows Server 2010, 2012 (and earlier versions), Linux, and other major OS. The devices can also communicate with computing systems running iOS and Android OS based devices.
Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.	Y	As a HP Elite Business Partner, HP Managed Print Advanced Specialty Partner, and a HP Authorized Service Provider, Daly's sales and technical services personnel receive and undergo extensive sales and technical training from HP throughout the year. This process not only extends Daly's core competencies in HP but is also an ongoing requirement for Daly to maintain its standings with HP. Examples of some of the HP trainings and certifications that Daly has are as follows: <ol style="list-style-type: none"> <li>1. HP ePrint Enterprise Technical</li> <li>2. HP Secure Prescription Printing Solutions Technical</li> <li>3. HP Imaging and Printing Security Center Technical (IPSC)</li> <li>4. HP Access Control Express Technical</li> <li>5. HP Access Control Professional Technical</li> <li>6. HP ePrint Enterprise Sales</li> <li>7. HP Access Control Sales</li> <li>8. HP Imaging and Printing Security Center Sales</li> <li>9. Technical certifications for InkJets, LaserJets, LaserJets Multi-Function Printers, and DesignJets</li> </ol> Sample copies of Daly's HP certifications are shown in Exhibit 3 for your review.
Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. ( <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> )	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly's current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shots of Daly's current VITA punch-out catalog are shown in

<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>N/A</p>	<p>Exhibit 5.</p> <p><u>Sales and Related Support Services</u>                  Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of MFD, wide format devices and computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide government and education contracts.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the above sales resources, Daly also has a dedicated managed print services sales specialist who will provide additional MPS sales support for the Commonwealth. In support of the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the Virginia public sector customers statewide. In addition to the above mentioned sales resources, Daly has teams of marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>                  Daly has the technical resources, the experience and the technical infrastructure to service all</p>
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		<p>locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>To enhance its technical services and support capabilities, Daly has brought onboard several qualified subcontractors. These subcontractors are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide. For MPS projects that are relatively large scale (in the thousands of devices), Daly intends to use its subcontractors to complement its resources and help in the areas of assessment, design, deployment services, and technical support. Additionally, HP’s MPS division has agreed to be Daly’s subcontractor for large scale and high speed production device MPS projects.</p>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm Eastern Time? If so, please provide details.</p>	<p>Y</p>	<p>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly’s service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly’s senior system engineers, system architects, and network engineers</li> <li>• Daly’s subject matter experts</li> <li>• Daly’s teams of customer engineers and field technicians</li> <li>• Daly’s Project managers</li> <li>• Daly’s 7x24 help desk and call center</li> <li>• Daly’s sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from Daly’s manufacturer partners subcontractors.</li> </ul> <p>For devices that are under a MPS program, the devices will be monitored remotely 7x24x365.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH</p>

		<p>or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for print fleet management, job costing software, document management software, custom security programs, remote wireless printing, etc.</li> <li>• Total solution advice and best practices discussion</li> <li>• Managed Print Services design, benefits, implementation processes, and related solutions</li> <li>• Various MPS programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Benefits of leasing versus non lease procurement</li> <li>• Rental and lease programs discussion</li> <li>• Equipment rental vs. leasing discussion</li> <li>• Hardware and software technology roadmap briefings</li> <li>• Hardware and software training</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• Remote print and network management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project management teams will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer’s specific needs.</p>
<p>Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.</p>	<p>Y</p>	<p>Daly has the marketing ability and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house Marketing Department. Daly believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 12</p>

	<p>years, Daly’s marketing and related campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. We believe that our ability to be able to market and promote this contract is second to none. Daly has a proven track record in marketing to the Commonwealth of Virginia public bodies. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of Managed Print Services and how MPS can be customized to the customer’s specific needs.</li> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in</p>
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		<p>regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained at the ground level into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p> <p>Daly is always open to marketing ideas and welcomes our customer’s feedback on our marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly’s <i>product return process</i> can be found online at <a href="http://www.daly.com/customer-portals/returns.html">http://www.daly.com/customer-portals/returns.html</a>.</p>
<p>Does your solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.</p>	<p>Y</p>	<p>Daly Computers maintains an enterprise class ERP system from Microsoft (Dynamics AX). This system tracks all details associated with all customer transactions and includes amongst many features a robust inventory management system. Some of the items that are closely tracked in the ERP system are: types of items / products sold, dates of transactions, organizations / people sold to, products shipped to locations, product models and serial numbers, quantities, product warranty, customer PO numbers, acquisition methods (PO purchases, credit card purchases, lease transactions, transaction invoice numbers, invoice dates, beginning / end lease dates, dates payments received, amount of payments received, transaction documents such as lease documents, customer POs, Daly quotes, customer requests, etc. Whether the transaction is an outright purchase, lease transaction, Daly Computers’ ERP system tracks all information associated with that transaction. As such, the system will track</p>

		<p>beginning / end lease dates, dates payments received, location of device, serial numbers, etc. The ERP system has a document management system whereby scanned documents associated with a transaction are archived and associated with that particular transaction. This feature allows all lease documents to be properly stored and associated with the transaction.</p> <p>All the information noted above are available to customers in electronic and hard copy format. Additionally, upon request, a secure custom website containing all the information can be created for the customer to access. A sample report of some of the fields noted above is shown in Exhibit 10.</p>
<p>Each Public Body may have multiple agreements for devices. Please describe your process for tracking multiple agreements and how notifications are handled, payments, equipment pickup, etc.</p>	<p>N/A</p>	<p>Daly meticulously tracks all customer agreements and transactions using its enterprise ERP system. Information tracked includes but is not limited to the customer purchase orders, purchase / lease / rental agreements, agreement start date and other pertinent dates, customer information, ship to information, customer invoices, as well as all details on the equipment transacted to include product types, quantities, serial numbers, warranty information, service requirements, etc. Any related documentation is also tracked. In short, each agreement and or transaction is meticulously tracked. There will be no confusion on the agreement associated with a particular device or fleet of devices.</p> <p>Note that regardless of the number of invoices that may be associated with either a single or multiple agreement(s), each customer device will be carefully tracked using their serial number, product model number and other unique identifiers. The Daly sales personnel and or contract administrator will know exactly what options are associated with the customer agreements to include any lease or rental agreements or warranty related agreements.</p> <p>For customers with lease or rental agreements, customers are typically given 90 to 120 days notices prior to the expiration or completion of the agreement. Notices are typically emails followed up by phone calls or site visits, and written notification. At the time of this notification, customers are informed of all the options associated with the leased or rental equipment. Customers are given ample time to decide whether to renew the agreement and keep the equipment or terminate the lease / rental and return the</p>

	<p>equipment. Knowing that some public sector customers with large lease or rental schedules may need more time to decide, the Daly contract administrator will contact the customer 6 to 12 months prior to the expiration date to discuss the customer options. Notifications are typically initiated via email followed by a phone call and written notification. Notification process can be customized to adhere to the customer’s preferred method. A Daly lease / rent contract administrator and or project manager will work closely with the customer during the notification process to ensure that the customer understands all the options associated with the termination or renewal of a lease or rent.</p> <p>When the customer decides not to renew or extend the lease or rent, the Daly contract administrator (and or project manager) will work closely with the customer to execute the termination agreement and schedule the return of the equipment. Equipment can be returned in the following ways:</p> <ol style="list-style-type: none"> <li>1. Depending on the terms of the agreement, a scheduled equipment pickup can be made by Daly. Daly will arrive with all the required packing materials to transport the equipment out of the customer site.</li> <li>2. Depending on the terms of the agreement, Daly can ship the equipment packaging material to the customer followed up by a call tag pickup from UPS or Fedex.</li> <li>3. Customer can simply ship the equipment back to the prearranged location.</li> </ol> <p>All returned equipment will be inspected to make sure that it is returned in the condition specified in the lease/rental agreement. Depending on the agreement and or the customer’s requirements, this process may be conducted prior to the return of the equipment at the customer site or conducted at the designated / agreed upon location. All termination agreements will be executed prior to or at the time of the equipment removal. Daly will diligently work to provide a user friendly process.</p> <p>Similar to lease and rental agreements, Daly can provide customers with detail information and documentation on the equipment’s warranty agreements.</p>
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<p>Once a lease agreement has been completed and the Authorized User does not wish to keep the equipment, please describe the process on notification, scheduling of pickup, etc.</p>	<p>Y</p>	<p>Customers are typically given 90 to 120 days notices prior to the expiration or completion of a lease. At the time of notification, customers are informed of all the lease options associated with the device. Customers are given ample time to decide whether to renew the lease and keep the equipment or terminate the lease and return the equipment. Knowing that some public sector customers with large lease schedules may need more time to decide, the Daly lease contract administrator will contact the customer 6 to 12 months prior to the lease expiration to discuss the customer options. Notifications are typically initiated via email followed by a phone call and written notification. Notification process can be customized to adhere to the customer’s preferred method. A Daly lease contract administrator and or project manager will work closely with the customer during the notification process to ensure that the customer understands all the options associated with the termination or renewal of a lease. (Please note that a true operating lease is in fact structured very similar to a rent agreement.)</p> <p>When the customer decides not to renew or extend the lease, the Daly lease contract administrator (and or project manager) will work closely with the customer to execute the lease termination agreement and schedule the return of the equipment. Equipment can be returned in the following ways:</p> <ol style="list-style-type: none"> <li>1. Depending on the terms of the agreement, a scheduled equipment pickup can be made by Daly. Daly will arrive with all the required packing materials to transport the equipment out of the customer site.</li> <li>2. Depending on the terms of the agreement, Daly can ship the equipment packaging material to the customer followed up by a call tag pickup from UPS or FedEx.</li> <li>3. Customer can simply ship the equipment back to the prearranged location.</li> </ol> <p>All returned equipment will be inspected to make sure that it is returned in the condition specified in the lease agreement. Depending on the agreement of the lease and or the customer’s requirements, this process may be conducted prior to the return of the equipment at the customer site or conducted at the designated / agreed upon location. All lease termination agreements will be executed prior or at the time of the equipment removal. Daly will diligently work towards a user friendly process. In keeping with Daly’s mission of</p>
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		providing customers with the best experience with working with us, Daly will customize the process around the customer’s convenience and requirements.
Does your solution provide the ability for Authorized Users to trade-in devices for credit against new purchase/lease agreements? If so, please describe.	Y	<p>Customers will most certainly have the ability to trade-in devices for credit against new purchases or lease agreements. If a customer owns the equipment, it will have the option to trade the equipment in and have the value apply towards the new equipment. The trade-in value of the equipment will be determined based on the age and condition of the equipment. Daly’s sales and or contract administrator will work closely with the customer to make sure that all these requirements are clearly understood at the time of lease execution or as early as possible before the end of the lease term. This is to ensure that all transactions are clean and that the customers receive the utmost benefits from the lease schedule.</p> <p>If the equipment is under an existing lease agreement with Daly, customer will have the option to use fair market value of the equipment at the end of the lease term for credits to be applied towards new purchases or lease agreements. Customer will be informed of this option at the beginning of the lease schedule.</p> <p>Depending on the equipment and where it was acquired, customer may have the option to use Daly’s trade-in program. Daly has been recycling and disposing “old” equipment for over a decade. It has gained the experience to recoup value out of old equipment to apply towards customer trade-in. Also, customer will have the option to use HP’s trade-in program shown in Exhibit 11.</p>
Does your solution have the ability to use recycled paper? If so, please describe.	Y	All the devices and equipment proposed have the ability to use recycled paper. In fact, HP sells recycled paper for the devices proposed.
<b>Reports</b>		
Does your proposed solution provide quarterly reports to customers detailing products that have been placed in any of their locations? (provide examples)	Y	With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer’s locations. Daly’s ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer

		<p>name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly’s invoice numbers, etc. A sample report is shown in Exhibit 6. Daly can customize the report to the customer’s specifications. All requested reports are also available in hard and or electronic copies via email or online access.</p> <p>For customers that have devices under a MPS program, authorized customers will have access to a wealth of information on the devices under the MPS program.</p>
<p>Does your proposed solution maintain an electronic service log that is available to customers on specific copiers/printers? (provide examples)</p>	<p>Y</p>	<p>Authorized users and customers can have access to an electronic service log via Daly’s online customer service portal. This service portal gives customers access to an electronic service log within Daly’s call tracking system. The service log contains all pertinent information related to a particular service call or work order and will provide customers with detail service history on specific printers and copiers. Some of the information tracked is as follows: date and time of initial call; Daly work order number; customer’s work order number; customer name; address, and contact information; equipment model number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call. Daly’s customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Sample screen shots of Daly’s electronic service log are shown in Exhibit 7.</p> <p>Also, using HP’s Web JetAdmin, customers can have a variety of equipment service logs, remote diagnostic capabilities, and management capabilities. HP Web Jetadmin is a simple print and imaging peripheral management software tool that helps optimize device utilization, control color costs, secure devices, and streamline supplies management by enabling remote configuration, proactive monitoring, security, troubleshooting, and reporting of printing and imaging devices.</p> <p>For devices under Daly’s MPS program, customers will have access to detailed service log information online from the Daly print fleet management system.</p>
<p>Does your proposed solution provide any additional reports that would be an added value to the</p>	<p>Y</p>	<p>Daly can provide a variety of reports that may be of tremendous added value to the Commonwealth</p>

<p>Commonwealth? Please describe and provide examples.</p>		<p>Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive historical report of the device utilization – from page counts, toner usage, maintenance kit usage, to service log.</li> <li>2. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>3. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>4. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>5. Reports documenting software licensing and their maintenance schedule. There are various software applications that can be used in conjunction with some of the devices proposed, i.e. documenting management software or job costing software by departments, etc.</li> <li>6. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>7. Complete service call history report with equipment failure rates and trending charts.</li> <li>8. Various trending reports can be provided based on customer’s specifications.</li> <li>9. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its customers. All information can be available in hard copy and or electronic copy. Some sample reports are shown in Exhibit 8.</p>
<p><b>Security</b></p>		

<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives:  <a href="http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf">http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</a></p>	<p>Y</p>	<p>Daly Computers has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures.</p> <p>Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty. For non-functional failed hard drive devices, HP offers a “Defective Media Retention” program which allows customers to maintain possession of the failed drive while adjuring to the terms and conditions of the standard equipment warranty agreements. Details of this drive retention program are shown in Exhibit 9.</p> <p>In addition to the above, Daly can physically shred the device hard drives for the customer. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers. Daly maintains a drive shredder that can shred up to 180 drives per hour. This shredder also shreds tapes, CDs, and other media.</p>
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<p>Does your proposed solution include the ability for Authorized Users to purchase hard drives from devices after the lease period? If so, please provide pricing in Exhibit C in the optional pricing tab</p>	<p>Y</p>	<p>Authorized Users will be able to purchase the hard drives from devices after the lease period. Please see Exhibit C.</p>
<p><b>Services</b></p>		
<p>Does your proposal solution include any user training on installed devices? If so, please explain.</p>	<p>Y</p>	<p>Daly will provide users with a variety of training services and related programs. User trainings can be provided in the following settings:</p> <ol style="list-style-type: none"> <li>1. On the spot briefing and training at the device immediately after installation. Daly’s technicians and engineers are instructed to always provide basic training on the equipment delivered and installed.</li> <li>2. Class room type training for larger groups of users and or administrators. The customer’s device or a demo system will be used for the training.</li> <li>3. In depth class room training tailored for managers / administrators.</li> <li>4. In depth class room training tailored for technicians and engineers.</li> <li>5. Online web based trainings for regular users and or technicians.</li> <li>6. WebEx type training for regular users and or technicians.</li> </ol> <p>Training topics can vary considerably depending on the requirements and may include but not limited to the following:</p> <p><u>For regular users:</u></p> <ol style="list-style-type: none"> <li>1. Major functions of the device, i.e. basic print, copy, email, fax, and scan features</li> <li>2. Default settings of the device for printing, copy, scanning, security, fax, and email</li> <li>3. Standard care and maintenance – toner</li> </ol>

	<p>change, paper change, clearing paper jams, understanding the use of the display panel, identify different types of paper trays, adding staplers, opening duplex trays, etc.</p> <ol style="list-style-type: none"> <li>4. Identify power / network / phone fax connections</li> <li>5. Identify and learn about the device accessories and peripherals</li> <li>6. Default and advance settings for printing, duplex printing, copying, fax dialing, emailing documents, scanning double sided papers, etc.</li> <li>7. Security topics, i.e. usage of pin numbers</li> <li>8. Setting up and editing email directory</li> <li>9. Modify default settings and adjustments for printing, email, copy, scanning, and fax             <ol style="list-style-type: none"> <li>a. Copy functions</li> <li>b. Scanning functions</li> <li>c. Email functions</li> <li>d. Printing options</li> <li>e. Fax options</li> </ol> </li> <li>10. How to connect to the device from the user's network station</li> <li>11. Remote printing</li> <li>12. How and where to get additional help</li> </ol> <p><u>For advance users / administrators:</u></p> <ol style="list-style-type: none"> <li>1. All the above topics noted above</li> <li>2. How to obtain detailed information on the device from the display panel or from one's network connected computer workstation</li> <li>3. How to generate and print reports from the device</li> <li>4. Discuss security and related topics</li> <li>5. In depth discussion of the maintenance and support of the major internal and external components, i.e. fuser assembly, maintenance kits, paper trays, output trays, staplers, etc.</li> <li>6. Discuss network and connectivity related topics</li> <li>7. If work flow applications are integrated with the devices, discuss the proper use and support of the integrated solution</li> <li>8. How and where to get additional help from Daly or the manufacturer</li> </ol> <p><u>For technical personnel and engineers:</u>          These training sessions are typically designed for technicians and engineers. Daly's certified HP engineers can provide such training but it is recommended that for manufacturer certified in depth training that the customer receives the manufacturer authorized technical certification training. These are the same or similar trainings</p>
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		<p>that Daly’s certified engineers / technicians receive. Depending on the level of certifications, there is online and or class room trainings.</p> <p>Daly’s account manager, engineers, and or project manager will work closely with the customer to create training programs that will address the customer’s specific requirements.</p>
<p>Does your proposed solution include any testing of the device once the installation is complete? If so, please explain.</p>	<p>Y</p>	<p>It is Daly’s standard practice that all installed devices (inkjets, all-in-one inkjets, laserjets, and wide format printers) undergo a series of testing as part of the installation process. All major functions of the device will be tested and the appropriate test copy results will be printed and generated as part of the testing process.</p> <ul style="list-style-type: none"> <li>• For network printing test, network connectivity will be needed. This means the printing device will need to be authenticated on the customer’s network, access to a computer connected to the network will be needed, the computer will need to have the proper print driver installed, and the device network IP address will need to be recognized by the computer. Customer’s network engineer will need to be present to provide the network credentials and the needed authentication information.</li> <li>• For proper fax function testing, a live phone line will be needed.</li> <li>• For testing scanning and emailing documents, a working network connection along with the proper network credentials and authentication will be needed. Again, the customer’s network engineer may be needed to provide the proper network authentication and connectivity.</li> <li>• Various test copies will be run.</li> <li>• Depending on the type of devices, other tests may include printing to multiple trays, duplex printing, stapling papers, manual feeding, multiple page scanning, etc.</li> </ul> <p>Other optional and advance tests may test for the following:</p> <ol style="list-style-type: none"> <li>1. Advance security functions, i.e. use of pin codes or card swipes</li> <li>2. Non default settings that are customized to the customer’s specific requirements</li> <li>3. Auto archiving of documents when the device is part of an integrated solution to a document management system</li> <li>4. Creation of various directories for email and fax accounts</li> <li>5. Remote printing for smart phones, mobile</li> </ol>

		<p>computing or other BYOD devices</p> <p>For large deployments at single or multiple customer sites, Daly will work closely with the customer to develop a structured testing process that meets the customer’s specific requirements.</p>
<p>Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.</p>	<p>Y</p>	<p>Daly provides a variety of service and support programs for Authorized Users to receive service within 8 hours of notification or next business day. The solutions include but are not limited to: 8 hour onsite service; next business day (NBD) onsite service; same day 4 hour onsite service; loaner system program when a problem cannot be resolved the same day of the service; same day 4 hour onsite service with problem resolution; provide onsite spare parts inventory to ensure fast service turnaround; and having a Daly engineer report onsite on a regular basis. Under Daly’s Managed Print Services program, the printing devices will be monitored 7x24 remotely and any problems with the devices should be picked up proactively by our monitoring center resulting in an engineer being dispatched to the customer site for onsite service within the specified SLA.</p> <p>To ensure that the users and the devices receive the proper level of services, it is important that Daly’s account managers and or project manager(s) work closely with the users to thoroughly understand the requirements and thereby be able to craft the right service program for the user and or the device. Daly understands that in a public sector enterprise environment, different printing devices and users have different levels of priorities and mission criticality. A well designed service program should incorporate those needs and requirements in its service SLAs.</p> <p>As an Authorized HP Service Provider, Daly has the organizational infrastructure and the technical resources in house to service this contract within the required SLA response time. However, from time to time, when the circumstance calls for it, Daly will utilize HP’s technical resources or Daly’s subcontractors to complement and supplement its capabilities.</p> <p>Daly’s 7x24 help desk and call center is the front line that receives all customer service requests. It is currently averaging a response time of less than 30 seconds from the initial call in. The toll free help desk number is (888) DALY-TEC. Customer service calls / requests received are diligently</p>

	<p>processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Customers also have other options to reach Daly’s help desk and call center. They are: via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>; via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>; or directly communicate with Daly’s call tracking systems via the customer’s call tracking system. When call requests are received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Sample screen shots of Daly’s customer service web portal are shown in Exhibit 4.</p> <p>Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the customer defined time line, automated escalations via emails and or text messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances.</p> <p>When Authorized Users call in, they are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the problem is not immediately resolved over the phone and the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer site within the required SLA. Daly maintains manufacturer (HP) certified engineers and technicians. Sample Daly HP certifications are shown in Exhibit 3. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly’s help desk will either pull such part from its service warehouse or order them directly from the manufacturer or the manufacturer authorized service parts provider. Most parts ordered are shipped over night to either Daly’s location or a</p>
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		<p>location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly’s mission is to ensure that all calls are addressed in a timely manner to the customer’s satisfaction and within the contract SLA.</p> <p>It is Daly’s policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer’s needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</p>
<p>Does your proposed solution provide a loaner if the proposed equipment will be out of operation for more than 48 hours? If so, please explain.</p>	<p>Y</p>	<p>Daly does have a loaner program. The program provides users with loaner equipment if a device is out of operation for more than 48 hours or the predefined SLA time line. Each loaner program will have to be pre-arranged and planned to ensure that the proper amount and types of loaner equipment are set aside and designated for the customer use.</p>
<p>When lease/maintenance agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>	<p>Y</p>	<p>Pre-defined service level agreements are available for lease/maintenance agreements. Please see Appendix A.</p>
<p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (<a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a>)</p>	<p>Y</p>	<p>Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shots of Daly’s current VITA punch-out catalog are shown in Exhibit 5.</p>
<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>Y</p>	<p><u>Sales and Related Support Services</u> Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of MFD, wide format devices and computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide contracts. These contracts are: VITA Computers, Peripherals, COTS Software, and Related Services Contract; VITA Intel/AMD Server Contract; VITA Networking Equipment and Services Contract; University of Virginia Supplies and Peripherals VASCUUP Contract, VCCS Large/Midrange and Entry Level Servers, Desktop, and Laptop PCs, and Related Peripheral Products Purchasing Contracts, as well as many other local</p>

	<p>contracts such as Fairfax County Public Schools Consulting and Services Contract and Loudoun County Public Schools Printer Contract.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the above sales resources, Daly has a dedicated managed print services sales specialist who will provide additional MPS sales support for the Commonwealth. In support of the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the customers statewide. In addition to the above mentioned sales resources, Daly has teams of project marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly has the technical resources, the experience and the technical infrastructure to service all locations of all public bodies within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing</p>
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		<p>technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>To enhance its technical services and support capabilities, Daly has signed on several qualified subcontractors. These subcontractors will:</p> <ol style="list-style-type: none"> <li>1. Enhance Daly’s technical services resources and capability as well as contribute towards the strengthening of the small businesses community in the Commonwealth. Daly currently has identified several qualified companies to help deliver technical services. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</li> <li>2. For MPS projects that are relatively large scale (in the thousands of devices), Daly intends to use its pre-approved subcontractors to complement its resources and help in the areas of assessment, design, deployment services, and technical support. Additionally, HP’s MPS division has agreed to be Daly’s subcontractor for large scale and high speed production device MPS projects.</li> </ol>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p>	<p>Y</p>	<p>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly’s service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly’s senior system engineers, system architects, and network engineers</li> <li>• Daly’s subject matter experts</li> <li>• Daly’s teams of customer engineers and field technicians</li> <li>• Daly’s Project managers</li> <li>• Daly’s 7x24 help desk and call center</li> <li>• Daly’s sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from Daly’s manufacturer partners subcontractors.</li> </ul> <p>For devices that are under a MPS program, the devices will be monitored remotely 7x24x365.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH</p>

	<p>or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services topics include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Total solution advice and best practices discussion</li> <li>• Managed Print Services design, benefits, implementation processes, and related solutions</li> <li>• Various MPS programs customized to the customer’s specific needs</li> <li>• Integrated software solutions for print fleet management, job costing software, document management software, custom security programs, remote wireless printing, etc.</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Benefits of leasing versus non lease procurement</li> <li>• Rental and lease programs discussion</li> <li>• Equipment rental vs. leasing discussion</li> <li>• Hardware and software technology roadmap briefings</li> <li>• Hardware and software training</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• Remote print and network management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project management teams will work closely with the customers to provide consultation and craft the solutions that will meet the customer’s specific needs.</p>
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<b>Exhibit A</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>General</b>		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf</a> (refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)).</p> <p>If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	<p>y</p>	<p>In response to the requirements of the High Speed Production device, Daly is proposing HP’s full line of high speed production systems. HP is known as a global leader and manufacturer of MFDs. However, for the high speed production units specified in the RFP, HP is currently using Toshiba’s high speed production systems as its offering. Essentially, Toshiba is the original equipment manufacturer for HP’s high speed production systems. Please note that Daly will be sourcing its high speed production devices directly from HP. Throughout this proposal response, the high speed production devices will be referred to as the HP/Toshiba systems.</p> <p>In general, for 508 Compliances, HP uses the Voluntary Product Accessibility Template (VPAT) as a way to assist U.S. Federal agencies and other customer in determining how HP products support the 'Electronic and Information Accessibility Standards' set forth in regulations of the US Architectural and Transportation Barriers Compliance Board (36 CFR Part 1194), which implements Section 508 of the Rehabilitation Act (29 USC 794d), as amended by P.L. No. 106-246 (July 13, 2000). Each VPAT provides a summary and detail level description how HP products conform to specific Section 508 standards.</p> <p>HP’s 508 compliance listing can be found at <a href="http://v4nzpro.houston.hp.com/508Accessibility/">http://v4nzpro.houston.hp.com/508Accessibility/</a>. Additional information on HP’s 508 compliance in regards to accessibility for people with disabilities or age related limitations can be found at <a href="https://h41268.www4.hp.com/live/index.aspx?qid=11387">https://h41268.www4.hp.com/live/index.aspx?qid=11387</a>.</p> <p>The HP/Toshiba products are designed to be usable by all persons and comply to the fullest extent with Section 508 of the Rehabilitation Acts of 1998. Toshiba continually invests in making its products more accessible and easier to use for visual and hearing impaired as well as mobility impaired individuals. Features vary by model, however, all models include tilting control panels and audible beep options that can assist in letting the user know a selection has been made. Another feature includes the ability to change the</p>

		<p>screen from negative to positive to assist in viewing.</p> <p>Many of HP/Toshiba high speed production devices come standard with features that improve use and access by individuals with disabilities, such as:</p> <ul style="list-style-type: none"> <li>• Reversible Negative/Positive LCD front panel – By reversing the front panel color scheme, some users may find the LCD screen easier to read. This is ideal for users with certain vision impairments. Also, the front panel is full color which may be easier to read than monochrome.</li> <li>• Quick Key – A unique Quick Key can be activated by technicians to provide access to the MFD’s most popular features in large easy-to-read buttons on the front panel.</li> <li>• Tilted Control Panel – The front panel is tilted at such an angle as to facilitate viewing from a low height. The screen’s brightness and contrast is also adjustable.</li> <li>• Larger Front Panel Buttons – The hard key buttons are notably larger making them not only easier to see, but easier to select with less precision. As well, the hard panel buttons have embossed symbols on them making them easier to identify by those with vision impairments.</li> <li>• Easy Access Drawers – The drawers are uniquely designed to facilitate opening by grabbing the handles from above or below each drawer. This particularly addresses the needs of users that may be wheelchair bound.</li> <li>• Easy Access Input/Output – The unique shape of the Reverse Automatic Document Feeder (RADF) and the finisher exit trays enables the easy loading and retrieval of originals. As well, the height of the finisher exit trays simplifies retrieving copied sets.</li> <li>• Audible Beep Signals – The devices can be configured to audibly beep upon the selection of any setting to inform the user that the selection has been made.</li> </ul> <p>These features, and more, are published in product brochures and also appear in test reports published by independent laboratories such as BLI, BERTL, and others.</p>
<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.</p>	<p>y</p>	<p>As a global leading manufacturer of printing and copying devices, HP certainly adheres to EPA’s Energy Star standards. In addition, HP also adheres</p>

		<p>to the EPEAT standard. EPEAT certified products are also Energy Star compliant. HP's Energy Star and EPEAT participation lists can be found online at <a href="http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;s_code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6">http://www.energystar.gov/index.cfm?fuseaction=estar_partner_list.showPartnerResults&amp;s_code=ALL&amp;partner_type_id=MANUFACTURER&amp;cntry_code=ALL&amp;award_search=N&amp;category_id5=IMG&amp;CATEGORY_ID_LIST=1,2,3,4,5,6</a>. A listing of HP's Energy Star devices can be found online at: <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a>.</p> <p>Energy efficiency is integrated into all of the HP/Toshiba products, and the proposed models meet the guidelines for energy efficiency under the EPA'S ENERGY STAR label. The high speed production devices also are designed to contribute to a low-noise environment, with energy saver features that put the unit in standby mode, thus reducing noise and ultimately help customers save on their energy bill. The HP Toshiba products incorporate an auto shut-off with a daylight savings time feature that automatically adjusts turn-off and turn-on time. Further, the high efficiency induction heating (IH) fusing technology built into the MFDs and the high speed production devices increases productivity by shortening the warm-up time while dramatically reducing energy consumption.</p>
<p>Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.</p>	<p>N and Y</p>	<p>Daly's proposed solution for the high speed production devices will utilize in-house sales and services resources for statewide coverage as well as sales and service resources from its subcontractor, HP/Toshiba.</p> <p><u>Sales and Related Support Services</u></p> <p>Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. This team will be closely paired up with HP's MPS and high speed production device account managers to support the state.</p> <p>Daly in-house sales personnel has been selling and delivering a wide range of MFDs and Wide Format printers and other computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide contracts for more than a decade. Dedicated teams of field reps and inside sales reps are assigned to sell and support the Commonwealth. The field rep located in Roanoke covers the areas</p>

	<p>from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. In addition to the above mentioned sales resources, Daly has teams of project marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly will use its technical resources and infrastructure to service all locations of all public bodies within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel when appropriate to cover all locations in the Commonwealth in response to the technical services requirements of this contract.</p> <p><u>Subcontractors</u>  To ensure that it can seamlessly provide the proper sales and technical resources to its customers statewide, Daly will leverage the vast sales and technical resources from HP/Toshiba. As stated earlier, HP is designated as a subcontractor for Daly the HP/Toshiba resources will be integrated into Daly’s total offering seamlessly. Within the Commonwealth, HP/Toshiba has approximately 50 trained technicians for all of HP/Toshiba’s products, with 15-20 who are specialized on the high volume monochrome devices. These personnel will be used as Daly’s subcontractors. As the prime contractor, Daly understands that it is ultimately and foremost responsible for all of its performance.</p> <p>In addition to using HP as its subcontractor, Daly has also engaged two qualified Virginia certified SWAM for technical support. The companies are: RAM Consulting Corp., a Virginia certified SWAM</p>
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## Section 5 – Exhibit A – High Speed Production

		located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly's subcontractors and are expected to enhance Daly's service delivery capabilities statewide.
Does your proposed solution include any additional power protection with each unit? If so, please explain.	Y	<p>As part of Daly's proposed solution, customers will have the option to have additional power protection for their devices. Sample power protection solutions are as follows:</p> <ol style="list-style-type: none"> <li>1. A properly sized UPS that will provide not only clean filtered power but will also provide the appropriate uninterruptible power protection during power outages. Daly will work with the customer to determine the proper power up time.</li> <li>2. Power load balancer that will automatically switch power from a primary power circuit source to a secondary/fail over power circuit source should the primary circuit breaks. For example, a single plug device will be plugged into a power load balancer that has 2 separate power source for failover.</li> </ol> <p>Daly's system architect will work with the customer to design and configure the power protection based on the customer's specific requirements.</p>
Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.	Y	All HP MFDs and products operate on standard 120 volt outlet. The HP/Toshiba high speed mono production systems require 220V dedicated 20A connection (NEMA6-20R). Additional accessories may require normal 110V 15A power.
Does your proposed solution include the development of a punch-out catalog website that interfaces with eVA? (details at <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> ) If so, please explain.	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly's current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. The HP high speed production units will be in the punch-out catalog. Sample screen shot of Daly's current VITA punch-out catalog is shown in Exhibit 5.
Do the devices being proposed work with multiple operating systems? If so, please describe.	Y	The HP/Toshiba high speed devices support multiple operating environments, including Windows 2000, XP, Vista, Windows 7, Server 2003, Server 2008, Mac OS 8.6-9.2.X (OS X Classic). The HP/Toshiba color devices proposed support multiple operating systems, including Netware 6.x, Windows XP, Windows Server 2003, Server 2008, Vista, Citrix Metaframe, Macintosh, Linux and Unix.
Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.	Y	Daly has the marketing ability and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house

	<p>Marketing Department. Daly believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 12 years, Daly’s marketing and related campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. We believe that our ability to be able to market and promote this contract is second to none. Daly has a proven track record in marketing to the Commonwealth of Virginia public bodies. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of Managed Print Services and how MPS can be customized to the customer’s specific needs.</li> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along</p>
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		<p>with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained at the ground level into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p> <p>Daly is always open to marketing ideas and welcomes our customer’s feedback on our marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly’s <i>Product Return Policy</i> and <i>RMA Form</i> can be found online at <a href="http://www.daly.com">www.daly.com</a>.</p>
<p>Does your solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.</p>	<p>Y</p>	<p>Daly Computers maintains an enterprise class ERP system from Microsoft (Dynamics AX) that tracks all details associated with all customer transactions. Some of the items that are closely tracked are: types of items / products sold, dates of transactions, organizations / people sold to, products shipped to locations, product models and serial numbers, quantities, product warranty types, customer PO numbers, acquisition methods (PO purchases, credit card purchases, lease transactions, etc.), transaction invoice numbers, invoice dates, beginning / end lease dates, dates payments received, amount of payments received, transaction documents such as lease documents, customer POs, Daly quotes, customer requests, etc. Whether the transaction is an outright purchase or a lease transaction, Daly Computers’ ERP system</p>

		<p>tracks all information associated with that transaction. As such, the system will track beginning / end lease dates, dates payments received, location of device, serial numbers, etc. The ERP system has a document management system whereby scanned documents associated with a transaction are archived and associated with that particular transaction. This feature allows all lease documents to be properly stored and associated with the transaction.</p> <p>Every high speed production device delivered and installed will go through a structured onboarding process by which every device will receive a service tag and is recorded in the centralized service database, for tracking and reporting.</p> <p>Customized reporting from HP Web JetAdmin can provide customers with device-specific information (inventory, accessories, page counts, devices-by-location, address books, configuration profiles, etc.) and can be customized on-demand for different data points in the standard .html, Microsoft Excel, or .csv format.</p> <p>All the information noted above are available to customers in electronic and hard copy format. Additionally, upon request, a secure custom website containing all the information can be created for customer access.</p>
<p>Each Public Body may have multiple agreements for devices. When processing P-Cards or payments for invoices with multiple agreements, how do you manage the equipment fulfillment at the end of the lease agreement term, to include termination of invoicing and equipment pickup. Please describe.</p>	<p>Y</p>	<p>Daly meticulously tracks all equipment leased and or sold to its customers in its ERP system using the equipment’s unique product and serial numbers as well as associated transaction agreements and related documentation. There will be no confusion on the agreement associated with a particular device or equipment. Regardless of the payment process associated with any single or multiple devices, whether payments are made via P-Cards or checks, and regardless of the number of invoices that may be associated with multiple agreements, each customer device will be carefully tracked using their serial number, product model number and associated agreement. As such, the Daly sales personnel and or contract administrator will know exactly what options the customers will have at the end of their lease agreements.</p> <p>All leased equipment will be methodically processed and managed at the end of the lease agreement term. Customers are typically given 90 to 120 days notices prior to the expiration or completion of a lease. At the time of this notification, customers are informed of all the</p>

	<p>options associated with the leased equipment. Customers are given ample time to decide whether to renew the lease and keep the equipment or terminate the lease and return the equipment. Knowing that some public sector customers with large lease schedules may need more time to decide, the Daly lease contract administrator will contact the customer 6 to 12 months prior to the lease expiration to discuss the customer options. Notifications are typically initiated via email followed by a phone call and written notification. Notification process can be customized to adhere to the customer’s preferred method. A Daly lease contract administrator and or project manager will work closely with the customer during the notification process to ensure that all the options associated with the termination or renewal of a lease are properly discussed and understood.</p> <p>When the customer decides not to renew or extend the lease, the Daly lease contract administrator (and or project manager) will work closely with the customer to plan for an orderly lease termination and schedule the return of the equipment. Equipment can be returned in the following ways:</p> <p>Depending on the terms of the agreement, a scheduled equipment pickup can be made by Daly. Daly will arrive with all the required packing materials to transport the equipment out of the customer site.</p> <p>Depending on the terms of the agreement, Daly can ship the equipment packaging material to the customer followed up by a call tag pickup from UPS or Fedex.</p> <p>Customer can simply ship the equipment back to the prearranged location.</p> <p>All returned equipment will be inspected to make sure that it is returned in the condition specified in the lease agreement. Depending on the lease agreement and or the customer’s requirements, this process may be conducted prior to the return of the equipment at the customer site or conducted at the designated / agreed upon location. All lease termination agreements will be executed prior to or at the time of the equipment removal. Daly will diligently work to provide a user friendly process. In keeping with Daly’s mission of providing customers with the best experience with working with us, Daly will customize the process around the customer’s convenience and</p>
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		requirements.
<p>Once a lease agreement has been completed and the Authorized User does not wish to keep the equipment, please describe the process on notification, scheduling of pickup, etc.</p>	<p>Y</p>	<p>Customers are typically given 90 to 120 days notices prior to the expiration or completion of a lease. At the time of notification, customers are informed of all the lease options associated with the device. Customers are given ample time to decide whether to renew the lease and keep the equipment or terminate the lease and return the equipment. Knowing that some public sector customers with large lease schedules may need more time to decide, the Daly lease contract administrator will contact the customer 6 to 12 months prior to the lease expiration to discuss the customer options. Notifications are typically initiated via email followed by a phone call and written notification. Notification process can be customized to adhere to the customer’s preferred method. A Daly lease contract administrator and or project manager will work closely with the customer during the notification process to ensure that the customer understands all the options associated with the termination or renewal of a lease.</p> <p>When the customer decides not to renew or extend the lease, the Daly lease contract administrator (and or project manager) will work closely with the customer to plan for an orderly lease termination and schedule the return of the equipment. Equipment can be returned in the following ways:</p> <p>Depending on the terms of the agreement, a scheduled equipment pickup can be made by Daly. Daly will arrive with all the required packing materials to transport the equipment out of the customer site.</p> <p>Depending on the terms of the agreement, Daly can ship the equipment packaging material to the customer followed up by a call tag pickup from UPS or Fedex.</p> <p>Customer can simply ship the equipment back to the prearranged location.</p> <p>All returned equipment will be inspected to make sure that it is returned in the condition specified in the lease agreement. Depending on the agreement of the lease and or the customer’s requirements, this process may be conducted prior to the return of the equipment at the customer site or conducted at the designated / agreed upon location. All lease termination agreements will be executed prior or at the time of the equipment</p>

## Section 5 – Exhibit A – High Speed Production

		removal. Daly will diligently work towards a user friendly process. In keeping with Daly’s mission of providing customers with the best experience with working with us, Daly will customize the process around the customer’s convenience and requirements.
Does your solution provide the ability for Authorized Users to trade-in devices for credit against new purchase/lease agreements? If so, please describe.	Y	<p>Customers will most certainly have the ability to trade-in devices for credit against new purchases or lease agreements. If a customer owns the equipment, it will have the option to trade the equipment in and have the value (if there is any) apply towards the new equipment. The trade-in value of the equipment will be determined based on the age and condition of the equipment. Daly’s sales and or contract administrator will work closely with the customer to make sure that all these requirements are clearly understood at the time of lease execution or as early as possible before the end of the lease term. This is to ensure that all transactions are clean and that the customers receive the utmost benefits from the lease schedule.</p> <p>If the equipment is under an existing lease agreement, customer will have the option to use fair market value of the equipment at the end of the lease term for credits to be applied towards new purchases or lease agreements. Customer will be informed of this option at the beginning of the lease schedule.</p>
Does your solution have the ability to use recycled paper? If so, please describe.	Y	<p>All the devices and equipment proposed have the ability to use recycled paper. In fact, the manufacturer proposed sells recycled paper for the devices proposed.</p> <p>The devices proposed are capable of running 100% recycled paper without any performance or maintenance issues. While we recommend using the paper types listed in the Operator’s Manual for the respective device, any high quality, low dust content paper will work well in the devices proposed.</p>
<b>Business Capabilities</b>		
Does your proposed solution outline the type of sales process you will be using to ensure that the right production product is being proposed to the Commonwealth of Virginia? If so, please describe	Y	<p>Daly’s account managers working closely with its subject matter expert and technical personnel from HP will provide the Commonwealth and its customers a consultative approach to recommending the optimal production product. We will do this through the following methods:</p> <p>Optimization: Vigorous assessment, audit, and</p>

		<p>understanding of the customer’s environment and work flow processes are the primary basis for being able to evaluate the customer’s environment and recommend the right solution. Where applicable, recommendation for consolidation, right-sizing the fleet, or simply installing the appropriate hardware / software solution will be made. At regular intervals, Daly will evaluate device placement and utilization with the customers and will make recommendations on device retention, removal, repositioning or replacement in order to balance the printer fleet and ensure the right device is being used in the right place.</p> <p>Management: Daly will work closely with the customer to regularly review the service history, utilization, and performance history of devices to recommend additional areas of cost control and optimization, leveraging software offerings in the HP product portfolio.</p> <p>Improvement: Daly will work with the customer to evaluate available document management tools and new business process technology to facilitate decision making regarding the installed printer fleet and to look at ways to reduce page volumes or drive down costs where possible by ongoing improvement of document-centric business processes.</p>
<p>Has your company won any awards or recognition in the high speed production area? If so, please describe.</p>	<p>Y / N</p>	<p>Daly has not won any awards in the high speed production area. As its technology manufacturer, HP has repeatedly been placed in the Gartner Leaders Quadrant in MPS for both market share and capacity, including most recently in 2012. HP has a proud tradition of having industry-leading reputation for quality and reliability.</p> <p>As the OEM of the HP high speed production systems, Toshiba has been consistently recognized for innovation, quality and technological excellence in the industry. Toshiba has garnered more than 200 industry awards and product recommendations, including being a 13-time winner of BTA’s "Most Favored Manufacturer" and an eight-time winner of Marketing Research Consultant’s (MRC) "Copier Manufacturer of the Year" award. Additionally, Toshiba's reputation is backed by repeat industry awards from Buyers Laboratory Inc. (BLI), Business Equipment Research &amp; Test Laboratories (BERTL), and other much respected industry sources such as Industry Analysts and MarketTools.</p>

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<p>Does your proposed solution include how many service technicians are trained to support high speed devices for this contract? If so, please describe and furnish certifications as applicable</p>	<p>F</p>	<p>Daly currently maintains several technicians and engineers that can support HP's MFD devices. Sample certifications are shown in Exhibit 3. However at this time, these service technicians are not yet trained to support the high speed devices proposed. Plan is underway to have Daly in-house technicians trained on the high speed devices. In the meantime, Daly will integrate the technicians and technical resources from HP/Toshiba as an extension of its technical offerings.</p> <p>For your information, HP employs hundreds of field-service technicians for the HP devices being provided and authorizes several thousand certified technicians. Upon contract award, HP through Daly can provide confirmation of current training, certifications, and other licenses for the relevant staff members. For the HP devices being provided, HP is the manufacturer and all service technicians dispatched to perform service are therefore authorized to provide the service proposed.</p> <p>As the OEM, Toshiba backs all of its products with a broad service and support network of over 350 service providers and over 3,500 Toshiba-trained technicians nationwide. At this time, working closely with HP and Toshiba, Daly will leverage this pool of resources as its technical support structure.</p>
<p>Has your company implemented any high speed production projects that meet or exceed the requirements of this RFP within the last six months</p>	<p>Y</p>	<p>Daly has not implemented any high speed production projects that meet or exceed the requirements of this RFP within the last six months. However, at this time, working closely with HP, Daly has several high speed production proposals similar in scope for government and education institutions in the Mid-Atlantic region. As industry leaders, HP and Toshiba do provide numerous high speed production printing solutions to many of the Fortune 500 companies in the U.S. Specific case studies and references are available upon request.</p>
<p>In your proposed solution, does your company maintain a specific amount of supplies/parts at your locations? If so, please describe</p>	<p>Y</p>	<p>As a HP Elite Business Partner, HP Managed Print Advanced Specialty Partner, and a HP Authorized Service Provider, Daly does stock certain amount of HP supplies and parts both at its main warehouse and at several of its remote warehouses. This stock could be whole units or components. The actual items stocked and their stocking volume is determined by the needs of the contract, the project requirements, and the corresponding SLAs. Daly has had such capability for over 15 years. As a HP Elite Business Partner and Authorized Service Provider for over the past 10 plus years, Daly can also order online directly from HP supplies and parts for next day shipment. In respond to the</p>

		<p>requirements of this contract, Daly will stock supplies and parts as needed to meet the contract SLAs.</p> <p>For your information, HP’s supply chain is a series of over 800 global UPS forward stocking locations where HP inventories define product levels for quick, low-cost delivery to individual client sites. A list of contracted HP inventory facilities throughout Virginia can be provided on request. In addition, HP MPS technicians maintain a set level of inventory for its most popular HP LaserJet Printer and MFPs. By using Toshiba equipment as its high speed production units, HP will also leverage Toshiba’s service infrastructure to augment its capability. Each Toshiba service center is required to maintain an inventory of toner and other consumable supplies at their facility. In the event that emergency parts or supplies are necessary, Toshiba has centralized warehouses in Memphis, Tennessee, and Pico Rivera, California, which maintain an inventory of parts and supplies.</p>
<p>Does your proposed solution have an in-house order tracking system that can be accessed 24x7 by a user? Please provide details.</p>	<p>Y</p>	<p>Daly Computers does maintain an in-house order tracking system that can be accessed 24x7 by authorized users. The back office source application of this system is Daly’s ERP system from Microsoft, Dynamics AX.</p> <p>Using Daly’s Customer Portal, Daly’s customers are able to login onto a SQL Reporting Portal to view the status of their orders. For every order submitted, the customer will be able to see if their order has been received and processed, when it was shipped, the method of shipment, as well as the invoices related to the order. Customers would be able to search for their orders or invoices by their own Purchase Order numbers that were provided to Daly. Once an order has been placed with Daly, an automated email confirmation may also be sent to the customer.</p> <p>On the Customer Portal, after the customer logs in, the customers will be presented with 2 options: Order Status and Invoices. Order status will have the following information: customer No, the customer PO #, customer reference #, Daly SO #, order date, and order status. Within each order, the complete order details are shown. Similarly, when the customer selects on the Invoice folder, they are presented with a list of invoices and within each invoice, they can view the entire details of each invoice.</p>

**Section 5 – Exhibit A – High Speed Production**



<p>Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.</p>	<p>Y</p>	<p>Daly certifies that it will commit to service level agreements as specified in Appendix A.</p>
<p>Does your proposed solution include any marketing abilities and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.</p>	<p>Y</p>	<p>Daly has the marketing ability and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly will host various technology and solution focused events to promote this contract statewide.</p> <p>Daly maintains a dedicated in house Marketing Department. Daly believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 12 years, Daly’s marketing and related campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. We believe that our ability to be able to market and promote this contract is second to none. Daly has a proven track record in marketing to the Commonwealth of Virginia public bodies. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of Managed Print Services and how MPS can be customized to the customer’s specific needs.</li> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to hosting theme specific events for this contract, Daly will continue to proactively host its own technology shows and events in the Commonwealth. In these Daly hosted large events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in</p>

		<p>regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts will incorporate knowledge gained at the ground level into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p> <p>Daly is always open to marketing ideas and welcomes our customer’s feedback on our marketing programs, performances and events.</p>
<p>Does your proposed solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.</p>	<p>Y</p>	<p>Daly Computers maintains an enterprise class ERP system from Microsoft (Dynamics AX) that tracks all details associated with all customer transactions. Some of the items that are closely tracked are: types of items / products sold, dates of transactions, organizations / people sold to, products shipped to locations, product models and serial numbers, quantities, product warranty types, customer PO numbers, acquisition methods (PO purchases, credit card purchases, lease transactions, etc.), transaction invoice numbers, invoice dates, beginning / end lease dates, dates payments received, amount of payments received, transaction documents such as lease documents, customer POs, Daly quotes, customer requests, etc. Whether the transaction is an outright purchase or a lease transaction, Daly Computers’ ERP system tracks all information associated with that transaction. As such, the system will track beginning / end lease dates, dates payments received, location of device, serial numbers, etc. The ERP system has a document management system whereby scanned documents associated with a transaction are archived and associated with that particular transaction. This feature allows all lease documents to be properly stored and associated with the transaction.</p> <p>Every high speed production device delivered and installed will go through a structured onboarding process by which every device will receive a service tag and is recorded in the centralized service database, for tracking and reporting.</p> <p>Customized reporting from HP Web JetAdmin can provide customers with device-specific information (inventory, accessories, page counts, devices-by-location, address books, configuration profiles, etc.) and can be customized on-demand for different data points in the standard .html, Microsoft Excel, or .csv format.</p>

**Section 5 – Exhibit A – High Speed Production**



		All the information noted above are available to customers in electronic and hard copy format. Additionally, upon request, a secure custom website containing all the information can be created for customer access.
<b>Reports</b>		
Does your proposed solution provide quarterly reports to customers detailing products that have been placed in any of their locations? (provide examples)	Y	With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer’s locations. Daly’s ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly’s invoice numbers, etc. A sample report is shown in Exhibit 6. Daly can customize the report to the customer’s specifications. All requested reports are also available in hard and or electronic copies via email or online access.
Does your proposed solution maintain an electronic service log that is available to customers on specific copiers/printers? (provide examples)	Y	Authorized users and customers can have access to an electronic service log via Daly’s online customer service portal. This service portal gives customers access to an electronic service log within Daly’s call tracking system. The service log contains all pertinent information related to a particular service call or work order. Some of the information tracked is as follows: date and time of initial call; device meter read, Daly work order number; customer’s work order number; customer name; address, and contact information; equipment model number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call. Daly’s customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a> . Sample screen shots of the electronic service log are shown in Exhibit 7.  Also, using HP’s Web JetAdmin, Daly can provide customers with a variety of service logs, remote diagnostic capabilities, and management capabilities. HP Web Jetadmin is a simple print and imaging peripheral management software tool that

		<p>helps optimize device utilization, control color costs, secure devices, and streamline supplies management by enabling remote configuration, proactive monitoring, security, troubleshooting, and reporting of printing and imaging devices.</p> <p>Using HP’s Web JetAdmin, customers can get print environment assessment, enhanced supplies monitoring, and balanced printer deployment with the following features:</p> <ul style="list-style-type: none"> <li>• PC Printer Discovery: Provides inventory information about locally connected (USB or parallel) printers.</li> <li>• HP Driver Preconfiguration: Lets you set driver settings while creating a new print path in Web Jetadmin.</li> <li>• Report Generation: offers powerful insight into your print environment with a variety of reports.</li> <li>• Authentication Manager: Lets you secure device functions via different log-in methods for each function.</li> <li>• HP Device Storage Manager: Provides the ability to initialize, write-protect, and securely erase disks.</li> </ul>
<p>Does your proposed solution provide any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.</p>	<p>Y</p>	<p>Daly’s Account Manager and or Project Manager will meet with the customers on a regular basis to discuss customer needs, evaluate Daly’s performance and the performance of the printer fleet. We will work to identify additional customer value added requirements. From these meetings, a variety of reports that may be of tremendous value and benefit to the customers may be generated. Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive historical report of the device utilization – from page counts, toner usage, maintenance kit usage, to service log.</li> <li>2. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>3. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>4. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>5. Reports documenting software licensing and their maintenance schedule. There are various software applications that can be used in conjunction with the MFDs, i.e. documenting</li> </ol>

		<p>management software or job costing software by departments, etc.</p> <ol style="list-style-type: none"> <li>6. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>7. Complete service call history report with equipment failure rates and trending charts.</li> <li>8. Various trending reports can be provided based on customer’s specifications.</li> <li>9. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its customers. All information can be available in hard copy and or electronic copy. Some sample reports are shown in Exhibit 8.</p>
<b>Security</b>		
<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives:  <a href="http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf">http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</a></p>	<p>Y</p>	<p>Daly Computers has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures.</p> <p>Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the</p>

	<p>certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty. For non-functional failed hard drive devices, HP offers a “Defective Media Retention” program which allows customers to maintain possession of the failed drive while adjuring to the terms and conditions of the standard equipment warranty agreements. Details of this drive retention program are presented in Exhibit 9.</p> <p>In addition to the above, Daly can physically shred the device hard drives for the customer. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers. Daly maintains a drive shredder that can shred up to 180 drives per hour. This shredder also shreds tapes, CDs, and other media.</p> <p>For your information, all information on an HP printing device hard drive can be securely deleted by the customer before disposal, redeployment or end of lease or rental return. The HP Secure Storage Erase feature overwrites the entire hard drive using HP Secure Data Erase technology with either a 1 pass or 3 pass overwrite. Performing Secure Storage Erase ensures all customer data is securely erased. When using the HP Secure Hard Disk solution, all data present on the hard drive can be deleted by using “Secure Hard Disk Erase/Unlock”, which performs a cryptographic erase. This feature of encrypted storage devices renders all data permanently unreadable by resetting the internal encryption keys.</p> <p>The HP/Toshiba equipment has incorporated several security features:          All of the high speed production devices proposed feature a patented, built-in 256-bit AES self-encrypting drive (SED) for the utmost in document and data security. The SED technology features Automatic Drive Invalidation that renders the hard drive useless if removed and installed into another device. AES is a U.S. government-approved</p>
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## Section 5 – Exhibit A – High Speed Production

		<p>cryptographic algorithm that is recommended by the National Institute of Standards and Technology (NIST). After completion of the use of the MFP or at lease end, all data on the MFP is instantly invalidated and the ability to read any of the data is completely disabled.</p> <p>Data Overwrite comes standard as well, to meet Department of Defense requirements by immediately writing over any data stored on the hard drive during document processing. These features have earned the new e-STUDIO series an exceptional Common Criteria Evaluation Assurance Level rating of three (EAL3).</p>
Does your proposed solution include the ability for Authorized Users to purchase hard drives from devices after the lease period? If so, please provide pricing in Exhibit C in the optional pricing tab	Y	Authorized Users will be able to purchase the hard drives from the devices after the lease period. Please see Exhibit C.
<b>Services</b>		
Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. ( <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> )	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly's current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. The HP high speed production units will be in the punch-out catalog. Sample screen shot of Daly's current VITA punch-out catalog is shown in Exhibit 5.
You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.	Y	<p><u>Sales and Related Support Services</u></p> <p>Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. This team will be closely paired up with HP's MPS and high speed production device account managers to support the state.</p> <p>Daly in-house sales personnel has been selling and delivering a wide range of MFDs and Wide Format printers and other computer related technologies and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide contracts for more than a decade. Dedicated teams of field reps and inside sales reps are assigned to sell and support the Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg County and over to the Tidewater area. The Northern</p>

	<p>Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. To complement the field sales team, a dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. In addition to the above mentioned sales resources, Daly has teams of project marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u>  Daly will use its technical resources and infrastructure to service all locations of all public bodies within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel when appropriate to cover all locations in the Commonwealth in response to the technical services requirements of this contract.</p> <p><u>Subcontractors</u>  To ensure that it can seamlessly provide the proper sales and technical resources to its customers statewide, Daly will leverage the vast sales and technical resources from HP/Toshiba. HP is designated as a subcontractor for Daly the HP/Toshiba resources will be integrated into Daly’s total offering seamlessly. Within the Commonwealth, HP/Toshiba has approximately 50 trained technicians for all of HP/Toshiba’s products, with 15-20 who are specialized on the high volume monochrome devices. These personnel will be used as Daly’s subcontractors. As the prime contractor, Daly understands that it is ultimately and foremost responsible for all of its performance.</p> <p>In addition to using HP as its subcontractor, Daly has also engaged two qualified Virginia certified SWAM for technical support. The companies are: RAM Consulting Corp., a Virginia certified SWAM located in Dulles, VA and CycleNet also a certified Virginia SWAM located in Winchester, VA. These companies will work as Daly’s subcontractors and are expected to enhance Daly’s service delivery capabilities statewide.</p>
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**Section 5 – Exhibit A – High Speed Production**



<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>As a HP Elite Business Partner, HP Managed Print Advanced Specialty Partner, and a HP Authorized Service Provider, Daly’s sales and technical services personnel receive and undergo extensive sales and technical training from HP throughout the year. This process not only extends Daly’s core competencies in HP but is also an ongoing requirement for Daly to maintain its standings with HP. Examples of some of the HP trainings and certifications that Daly has are as follows:</p> <ol style="list-style-type: none"> <li>1. HP ePrint Enterprise Technical</li> <li>2. HP Secure Prescription Printing Solutions Technical</li> <li>3. HP Imaging and Printing Security Center Technical (IPSC)</li> <li>4. HP Access Control Express Technical</li> <li>5. HP Access Control Professional Technical</li> <li>6. HP ePrint Enterprise Sales</li> <li>7. HP Access Control Sales</li> <li>8. HP Imaging and Printing Security Center Sales</li> <li>9. Technical certifications for InkJets, LaserJets, LaserJets Multi-Function Printers, and DesignJets.</li> </ol> <p>Sample copies of Daly’s HP printing and imaging certifications are shown in Exhibit 3 for your review. Throughout their employment at Daly, service technicians are required to attend refresher training and skills enhancement courses, particularly when new models, upgrades, or software/hardware solutions are introduced. Meticulous training record is maintained for each technical member to ensure training is conducted as required and that all training and certifications remain current.</p> <p>In response to the requirements of this category of the RFP, Daly’s sales and technical personnel will undergo training on a regular basis on a quarterly to annual basis.</p>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p>	<p>Y</p>	<p>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly’s service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• HP’s technical and engineering resources</li> <li>• Daly’s senior system engineers, system architects, and network engineers</li> <li>• Daly’s subject matter experts</li> <li>• Daly’s teams of customer engineers and field technicians</li> </ul>

	<ul style="list-style-type: none"> <li>• Daly’s Project managers</li> <li>• Daly’s 7x24 help desk and call center</li> <li>• Daly’s sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from Daly’s manufacturer partners subcontractors.</li> </ul> <p>Customers can also initiate calls or receive support via Daly’s service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Sample screen shots of the electronic service log are shown in Exhibit 7. Daly’s technical staff can be reached via a toll free technical support line at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for print fleet management, job costing software, document management software, custom security programs, remote wireless printing, etc.</li> <li>• Total solution advice and best practices discussion</li> <li>• Managed Print Services design, benefits, implementation processes, and related solutions</li> <li>• Various MPS programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Benefits of leasing versus non lease procurement</li> <li>• Equipment rental vs. leasing discussion</li> <li>• Hardware and software technology roadmap briefings</li> <li>• Hardware and software training</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• Remote print and network management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul>
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## Section 5 – Exhibit A – High Speed Production

		Daly's sales, technical and project management teams will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer's specific needs.
When lease/maintenance agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A	Y	Pre-defined service level agreements are available for lease/maintenance agreements. Please see Appendix A.

<b>Exhibit A</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>Managed Print Services (Assessment)</b>		
<p>Does your solution include conducting an assessment of the Authorized Users current printing environment at no cost? If so, please describe.</p>	<p>Y</p>	<p>Daly’s managed print services (MPS) program includes conducting basic assessment of the customer’s printing environment at no cost. The process involves installing a data collection agent (DCA) on the network to discover all networked devices to include single function and multi-function, and high speed printing / copier devices (InkJets, LaserJets, LaserJets Multi-Function Printers, DesignJets, and High Speed Production printing and copying devices). Any network print devices connected to the network and defined within the network parameters, i.e. network subnet range should be discoverable. For print devices that are not directly connected to the network, Daly can load an agent on the PC that the device(s) are connected to, in order to pull all the information on the device(s). Assessment may also include conducting an on-site physical survey to capture additional print fleet information.</p> <p>A typical assessment will determine the following major components of the print fleet:</p> <ol style="list-style-type: none"> <li>1. The number of networked and non-networked devices.</li> <li>2. The manufacturer, types and models of the print devices.</li> <li>3. Sample utilization of the printing devices when the data collection tool is allowed to run for a period of time.</li> <li>4. A snap shot view of the health of the printing devices.</li> <li>5. The age of the print fleet.</li> <li>6. Power utilization of the print fleet.</li> </ol> <p>Daly will analyze the collected data points to determine possible current expenditures vs. future to present cost benefits based on different MPS programs. A sample Daly MPS assessment executive report and a sample Daly MPS Implementation Guide are shown in Exhibit 12.</p> <p>Daly’s MPS can be customized to the customer’s specifications and budgetary requirements. Some sample Daly MPS programs include but are not limited to the following models:</p> <ol style="list-style-type: none"> <li>1. MPS program that only monitors and supports toner usage with the customer paying fixed cost per page (CPP) on actual pages printed. CPP is categorized into black and white pages, black and white on color pages,</li> </ol>

		<p>and color pages.</p> <ol style="list-style-type: none"> <li>2. MPS program that monitors and supports defined consumables such as toners and maintenance kits with the customer paying fixed cost per page on actual pages printed. Again, CPP is categorized into black and white pages, black and white on color pages, and color pages.</li> <li>3. MPS program can be designed to not only monitor and support consumables (toners and maintenance kits) with the customer paying fixed cost per page based on different types of printed pages but it can also be structured to provide full onsite service and support.</li> <li>4. MPS program can be customized based on different combinations of the programs described above. The programs can be applied either uniformly or differently across the customer’s entire print fleet.</li> <li>5. The SLA of the MPS program can be customized to the customer’s specifications and requirements.</li> <li>6. MPS programs can also include work flow applications to manage documents and their proper archiving.</li> <li>7. The cost of the printing devices can be built into the cost per page.</li> <li>8. The cost per page program can be based on equipment being purchased outright, leased, and or rented.</li> </ol> <p>Daly’s MPS specialist and system architect will manage and conduct the MPS assessment program. Using the data collected, Daly will work closely with the customer to design and propose MPS programs for consideration.</p>
<p>Does your assessment include all devices (connected/non-connected) regardless of manufacturer? If so, please describe.</p>	<p>Y</p>	<p>Daly’s MPS assessment includes all devices whether they are connected or not connected to the network. Many customers want complete assessment while some only want assessment based on networked devices.</p> <p>Daly’s data collection agent is designed to discover any print device connected and not connected to the network regardless of manufacturer. For a non-network device to be discovered by the data collection tool, the device will need to be connected to a computer on the network. Another process of discovering the non-network device is to physically identify the device via visual inspection.</p> <p>The data collection uses SNMP to discover the devices. Please note that no print job or user data is collected during the discovery / assessment process for security reasons.</p> <p>Daly’s manual discovery and assessment work sheets for those devices that are not connected to the network and</p>

		no collection agent is available to discover / assess the device are shown in Exhibit 13.
Does your solution include using any automated collection tools? If so, please describe	Y	Daly’s primary MPS discovery and assessment solution uses an automated collection tool. Daly’s data collection agent (DCA) is installed on the network and is a self-running tool designed to discover: IP address, device description, serial number, meter reads, monochrome or color description, LCD reading, device status, error codes, toner levels, toner cartridge serial numbers, maintenance kit levels, asset number, location, MAC address, manufacturer, firmware version, miscellaneous which is machine specific. The DCA receives device metrics at a specific interval by polling devices using SNMP V1, ICMP, and HTTP; it then transmits the data to the centralized database via HTTPS (Port 443 recommended, HTTP Port 80 ), FTP (Port 21/Port 20 ) or SMTP Port 25 (sends via email ).
<b>Managed Print Services (Supplies)</b>		
Does your solution include Supplies Management services? If so, please describe.	Y	Daly’s MPS solution includes supplies management services. Daly’s monitoring tool will automatically look at toner levels and will ship next day, a new OEM toner cartridge to the desired address of that device based on predetermined toner level threshold. This monitoring tool can also look at the print volumes before automatically sending a toner cartridge. For example, the end user may desire to have a toner cartridge shipped when an alert goes out stating the toner cartridge is at 20% capacity. However, if that particular printer is only printing small volumes each week, then the system is designed to account for that and will not send out a cartridge just to be sitting around for several weeks. An algorithm in the monitoring program is used to actually determine by device, the appropriate time to ship a new cartridge to the end user. The end user no longer needs to stock up on toner cartridges and be free of worrying when to order the toner.
Are there any manufacturers that you cannot supply consumables in your Supply Management services? If so, please provide a list of those	N	Daly’s MPS program can supply consumables for all manufacturers to include but not limited to consumables for HP, Xerox, Lexmark, Canon, Brother, Epson, Toshiba, Ricoh, etc.
<b>Managed Print Services (Break Fix/Move/Add/Change/Disposal (MACD))</b>		
Does your solution include a break-fix offering? If so, please describe.	Y	Daly’s MPS program includes a whole range of break-fix offerings. The services and support programs cover InkJets,

		<p>LaserJets, LaserJet Multi-Function Printers, DesignJets, and the high speed printing devices proposed. Daly is a HP Authorized Service Provider and HP Print Advanced Specialty Partner as well as HP Elite Business Partner.</p> <p>The break-fix, service, and support program includes the following:</p> <ol style="list-style-type: none"> <li>1. Next business day on site service.</li> <li>2. Same day onsite service.</li> <li>3. Same day onsite service with problem resolution.</li> <li>4. Onsite service with onsite spare inventory and technician that is stationed onsite.</li> <li>5. Technicians can report to the customer site at a pre-defined time for a variety of pre-defined service and support tasks.</li> <li>6. Response times are integral part of the SLA metrics that can be specified and monitored.</li> <li>7. All service programs include access to Daly’s toll free help desk support services. Daly’s toll free help desk number is (888) DALY-TEC. Customers also have the options to reach Daly’s help desk and call center via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Enterprise customers also have the option to communicate directly with Daly’s call help desk via our call tracking systems using its own call tracking system such as Remedy or Heat.</li> </ol> <p>For a device that is being monitored by Daly’s MPS monitoring station, a qualified technician or engineer will be dispatched to the customer site for break-fix or maintenance support services if the monitoring software shows that a device needs servicing or that it is failing. This proactive preemptive approach is one of the key benefits of Daly’s MPS monitoring program.</p> <p>Daly’s account managers and or project managers will work closely with the customers to craft the proper break-fix or service program that will meet the customer’s specific requirements.</p>
<p>Does your break-fix solution support both network and non-network devices? If so, please describe.</p>	<p>Y</p>	<p>Daly’s break-fix solution will support both network and non-network devices. Basically the approach to servicing both network and non-network devices is very similar.</p> <ol style="list-style-type: none"> <li>1. If the device is being remotely monitored by Daly’s monitoring station and a failure or pending failure is discovered, a technician will be dispatched to the</li> </ol>

	<p>customer site the following day or within the SLA response time.</p> <ol style="list-style-type: none"> <li>2. A service ticket with a unique service ticket number will be generated for the call. This ensures that all calls can be monitored and tracked closely. All events related to the call can be referred to this unique service ticket or work order number.</li> <li>3. If and when required, Daly will call the customer prior to arriving onsite to discuss the pending call.</li> <li>4. The break-fix and service call will be responded to and resolved within the specific SLA response and resolution time.</li> <li>5. Once the problem has been fixed and resolved, the customer will be contacted and permission received to close the call.</li> <li>6. The call’s break-fix history will be properly documented and recorded in the call tracking system for performance review and trending purposes.</li> <li>7. For equipment that is not connected to the network but is nevertheless being monitored via a PC that is connected to the network, should a device problem or pending problem be discovered, a technician or engineer will be dispatched to the customer site for problem resolution. Similar to the network connected devices, service steps described in Step #2 - #6 above will be carefully followed.</li> </ol> <p>For devices that are simply not connected to the network and cannot be remotely monitored, customers are encouraged and welcomed to call Daly’s help desk and call center at (888) DALY-TEC. Customers can also reach Daly’s help desk and call center via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Enterprise customers also have the option to communicate directly with Daly’s call help desk using our call tracking systems via its own call tracking system such as Remedy or Heat.</p> <p>Once the call is received into Daly’s call tracking system and a service ticket is generated, Daly’s authorized technicians will assist in troubleshooting the problem via phone or email so the problem can be properly diagnosed and determined. If an onsite service is required, Daly’s technicians or engineers will be dispatched to the customer site as needed to service the equipment within the agreed upon contract SLA. If a part is required, Daly will either pull the part from its warehouse or a part will be drop shipped</p>
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		<p>to the customer site or at a site near the customer for the Daly technical personnel to pick up. If an agreement is in place whereby spare equipment or spare parts are kept at the customer site, Daly’s technical personnel will simply show up onsite to repair the equipment. Used parts will be replenished as required.</p> <p>To ensure that all devices and contract SLAs are properly responded to throughout the life of the contract, it is very important that Daly and the customer fully vet out the total service requirements prior to contract start date and on a regular basis throughout the contract to ensure that all changes or additions to the print fleet are properly recorded and documented. This will allow Daly to properly allocate all the required technical and capital resources as well as the parts, spare parts, and or loaner equipment.</p> <p>Please note that Daly’s break-fix and service / support programs can cover both in warranty and out of warranty equipment. Please also note that as an HP Authorized Service Provider, Daly regularly work in concert with the manufacturer’s technical support center.</p>
<p>Does your break-fix solution include all devices, regardless of manufacturer? If not, what devices or manufacturers are out of scope?</p>	<p>Y</p>	<p>Daly’s break-fix solution can include all devices regardless of manufacturers. Daly’s break-fix program will certainly cover all manufacturers that it is proposing. Please note that for Daly to be able to cover all manufacturers within the device and contract SLA, it is imperative that Daly understands the makeup of the print fleet that it is supporting, i.e. the manufacturers and their corresponding models, prior to the contract start date. This process ensures that all the technical, capital, and related resources are properly built into the program. For example, a 6 year old equipment that has been discontinued and the equipment was manufactured by a company that may have recently ceased to exist may be extremely difficult to support if proper planning has not been put in place. As an authorized service organization in the industry for more than 2 decades, Daly has serviced and supported the widest range of devices available in the market place. Daly can service all devices regardless of manufacturers if the proper planning has been put in place to ensure that the required technical and capital resources are lined up.</p>
<p>Does your solution include Move/Add/Change services? If so, please explain.</p>	<p>Y</p>	<p>Daly’s solution includes Move/Add/Change services. An integral part of Daly’s MPS program is to optimize the device utilization and the related work flow. Using the device utilization history and various trending reports, Daly’s subject matter expert will work closely with the customer to analyze the suitability/effectiveness of the</p>

		<p>physical locations of the devices, the device configurations and specifications to optimize the user to device ratio and device utilization rate reduce the total cost of ownership. In other words a properly implemented MPS program should reduce costs, increase productivity, and improve work flows. This process will require Daly and the customer to move, add, and change devices from time to time to reflect the changing environment and work flow requirements.</p> <p>Daly will work closely with the customers to coordinate the moving of a device from the original location, adding of devices when needed, and changing devices when called for when it is no longer needed. This is all part of the ongoing MPS process of managing a fleet or even a single device. Daly has the MPS subject matter expert, the project manager and the technical personnel to provide the move/add/change services.</p>
<p>Does your solution include any process and verification for secured hard drive disposal? If so, please describe.</p>	<p>Y</p>	<p>Daly’s solution includes processes and verification for the disposal of secured hard drives. As a general best practice advice, Daly recommends the removal of the existing hard drive should a device with a hard drive needs to be returned to the manufacturer for either service or replacement.</p> <p>Daly’s secure hard drive disposal includes the following solutions:</p> <ol style="list-style-type: none"> <li>1. Physical shredding of the hard drives.</li> <li>2. Daly will remove the data from the hard drive using the three acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives.</li> <li>3. As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</li> <li>4. All hard drive disposed will have all the drive related information properly recorded. The information includes the device model number, the device serial number, the hard drive model and serial numbers, the organization where the equipment came from, the location where the equipment came from, etc.</li> </ol>

		<p>Please also note that all information from a HP printing device that has a hard drive can be securely deleted by the customer before disposal, redeployment or end of lease or rental return using the HP Secure Storage Erase. This tool can securely overwrite all information on a device hard drive with a 1 pass or 3 pass overwrite. Performing Secure Storage Erase ensures all customer data is securely erased. When using the HP Secure Hard Disk solution, all data present on the hard drive can be deleted by using “Secure Hard Disk Erase/Unlock”, which performs a cryptographic erase. This feature of encrypted storage devices renders all data permanently unreadable by resetting the internal encryption keys.</p> <p>Daly will consult with the customer in each and every case to ensure that the hard drive disposal process is acceptable and compliant with the customer’s security and audit rules.</p> <p>As a brief summary, Daly has extensive experience, technical expertise and technical resources to perform data removal or hard drive destruction. On an annual basis, Daly must wipe at least over 6000 hard drives for its customers. The data removal process is compliant with the NIST 7 wipe process. The data wiping process is accomplished using either drive wipe software or using Daly’s forensic class drive duplicator, which can physically wipe every “bit” on the hard drive disks several times over at the lowest level. For customers with more stringent requirements, Daly can physically shred the hard drives. Daly currently owns its own hard drive shredder that can shred over 150 drives an hour. In the past few months alone, Daly has physically shredded thousands of hard drives, tapes, and other data storage devices for various education customers Statewide. Within Daly, our hard drive shredder is known as the Terminator. We will be more than happy to bring this shredder to the customer site. The shredder requires a dedicated 20 amp circuit.</p>
<p><b>Managed Print Services (General)</b></p>		
<p>Does your solution include any specific data collection tools to manage a fleet? If so, please describe.</p>	<p>Y</p>	<p>Daly’s MPS fleet management system uses the same data collection agent software that is used in its MPS assessment. This data collection agent (DCA) is installed on the network and is a self-running tool designed to discover: IP address, device description, serial number, meter reads, monochrome or color description, LCD reading, device status, error codes, toner levels, toner cartridge serial</p>

	<p>numbers, maintenance kit levels, asset number, location, MAC address, manufacturer, firmware version, miscellaneous which is machine specific. The DCA receives device metrics at a specific interval by polling devices using SNMP V1, ICMP, and HTTP; it then transmits the data to the centralized database via HTTPS (Port 443 recommended, HTTP Port 80 ), FTP (Port 21/Port 20 ) or SMTP Port 25 (sends via email). The data collection uses SNMP to discover the devices. Anything connected to the network from a print perspective will be discovered and the required information transmitted to the monitoring station and the MPS fleet management software. Devices include InkJets, LaserJets, LaserJets Multi-Function Printers, DesignJets, and High Speed Production printing and copying devices. A DCA can be loaded on a PC to discover the metrics on a non-networked but locally attached device.</p> <p>Daly's MPS fleet management system is built to manage all printing devices by remotely and automatically capturing the required data and act on that data based on predefined metrics and specifications. The management portal can take multiple forms: a desktop application for key operators, an administrative view, or a help desk view. The single pane of glass provides users with a view of all activities, costs, and actions within the print environment.</p> <p>Daly's MPS fleet management system includes options that range from automated supplies fulfillment based on pre-defined thresholds, automated onsite service dispatch triggered by monitoring alerts and finally to fully integrated/automated lights out systems. The monitoring system has built in customizable business rules that provide seamless process integration. Daly's MPS program provides managed services for the print environment that includes the human interaction with the devices. The fleet management system provides the capability to have a single pane of glass view of all activities, costs, and actions within your print environment.</p> <p>Some sample views of Daly's print fleet management console is shown in Exhibit 14. The management console provides a dashboard view as well as detail insights into each devices being monitored. It allows users access to different types of reports such as device coverage, device toner levels, device page counts, device utilization, miscellaneous supply levels, etc. These sample reports are also shown in Exhibit 14.</p>
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<p>When MPS agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>	<p>Y</p>	<p>Daly’s MPS agreements and solutions include different pre-defined service level agreements. Default SLAs are available but typically, each customer requires customized SLAs to meet their unique requirements. Customers typically want different types of SLAs depending on the devices covered (InkJets, LaserJets, LaserJets Multi-Function Printers, DesignJets, and or high speed production devices), their priorities, their mission criticality, and their utilization / usage rate.</p> <p>Shown in Appendix A are proposed SLAs for MPS agreements.</p>
<p>Does your solution include a general catalog of optional services that are offered? If so, please provide those in Exhibit C (MPS Optional Pricing) tab</p>	<p>Y</p>	<p>A variety of optional services are available. See Exhibit C for the options. Daly’s account managers and project manager will work closely with the customers to craft services and solutions that will meet the customer’s specific requirements. Please see Exhibit C, MPS Optional Pricing tab.</p>
<p><b>Managed Print Services (Helpdesk/Support)</b></p>		
<p>Does your solution include the ability for the Authorized User to call a single helpdesk number? If so, please describe.</p>	<p>Y</p>	<p>Authorized User can call Daly’s help desk at (888) DALY-TEC to receive technical support. Daly’s help desk and call center is the single point of contact for all customer technical issues. Daly’s 7x24 help desk and call center is the front line that receives all service requests. It is currently averaging a response time of less than 30 seconds from the initial call in. Customer service calls / requests received are diligently processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Virginia customers also have the options to reach Daly’s help desk and call center via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Finally, customers can use their internal call tracking system to communicate directly with Daly’s call tracking system.</p> <p>When call requests are received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the</p>

		<p>customer defined time line, automated escalations via emails and or text messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances. All callers are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer site within the required SLA. Daly maintains manufacturer (HP) certified engineers and technicians. HP certifications can be found in Exhibit 3. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly’s help desk will either pull such part from its service warehouse or order them directly from the manufacturer. Most parts ordered from the manufacturer are shipped over night to either Daly’s location or a location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly’s mission is to ensure that all calls are addressed in a timely manner to the customer’s satisfaction and within the contract SLA.</p> <p>It is Daly’s policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer’s needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</p>
<p>Are helpdesk services supplied by your company? If not, how do you guarantee contract terms and conditions and SLAs will be met.</p>	<p>Y</p>	<p>Daly’s help desk is manned and staffed by Daly. This help desk has been servicing and supporting all of Daly’s customers and contracts for close to 2 decades. All service calls are closely tracked by Daly’s VoIP system and its automated call tracking system. The call tracking system records all the information pertinent to each call, i.e. time of call, person that called, Daly person taking the call, problem reported, actions taken, progress actions taken, results of any triaging, resolutions, parts used if any, call closure time and date, customer approval for call closure, etc. This meticulous recording process provides total accountability on Daly’s performance. Customers can be provided detailed service reports on a weekly, monthly or</p>

		<p>quarterly basis to ensure that all contract terms and conditions as well as SLAs are met. In fact, Authorized Users can have access directly to Daly’s call tracking system online to monitor and track the progress of each call and generate reports for its own trending analysis and record archiving. Daly welcomes the opportunity to meet with customers on a regular basis to discuss its performance and explore areas of improvements. Often this is also an opportunity for Daly to share with the customer any feedback / input that it may have from working closely with the customer.</p> <p>To ensure that the help desk personnel are versed with the contract requirements, all contract terms, conditions, and SLAs are coded into the automated call tracking system so when customers call in, the Ts and Cs as well as the SLAs are clearly shown on the help desk personnel’s screen.</p> <p>Sample screen shots of Daly’s help desk call tracking system dashboard and related performance metrics are shown in Exhibit 15.</p>
<p>Where is your helpdesk located?</p>	<p>Y</p>	<p>Daly’s help desk is located in Clarksburg, Maryland. Its toll free number is (800) 955-DALY or (800) 955-3259.</p> <p>Customers also have the options to reach Daly’s help desk and call center via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>. Enterprise customers also have the option to communicate directly with Daly’s call help desk via our call tracking systems using its own call tracking system such as Remedy or Heat.</p>
<p>What are the operating hours for your helpdesk?</p>	<p>Y</p>	<p>The standard help desk hours are 7:30 am to 6:00 pm EST. This service is also available after hours. Daly has many contracts where a 7x24 help desk support is required. These are optional services that are available to approved customers.</p>
<p>Describe the qualifications of your helpdesk staff that would be assigned to this contract.</p>	<p>Y</p>	<p>All Daly Level 1 help desk personnel are A+ certified and are able to respond to basic technical questions related to InkJets, LaserJets, LaserJets Multi-Function Printers, DesignJets, and other high speed printers. These personnel are versed in triaging basic issues.</p> <p>For help desk calls that require a more in depth technical discussion, Daly’s Level 2 technical personnel / engineers will be engaged. Level 2 technical personnel maintain a variety of HP and related technology certifications. Quite often, problems and questions associated with network</p>

		<p>connected printing devices will involve technologies and issues related to network operating systems, active directories, network security rights, network hardware, network cabling, computer operating systems, network user profiles, peripheral devices, and a whole range of work flow applications. As such, Level 2 technicians and engineers are required to attain additional certifications such as: Server+, Net+, Security+ and other industry certifications from HP, IBM, Lenovo, Aruba, VMWare, Brocade, Microsoft, Cisco, Nitrosecurity, Symantec, etc. In general, Daly’s technicians and engineers also are required to have expertise and certifications from at least one of the leading manufacturers such as HP, Xerox, Smart Technologies, Lexmark, VMware, Microsoft, Aruba, Brocade, Lenovo, IBM, etc.</p> <p>Daly Computers is a HP Print Advanced Specialty Partner, an authorized HP Elite Partner and a HP Authorized Service Delivery Partner. Daly maintains numerous technical certifications from HP. Sample HP certification and industry certifications are shown in Exhibits 3 and 16. Maintaining major industry certifications represent the depth of Daly’s help desk.</p>
<p>Does your solution include the ability to perform remote diagnostics? If so, please describe.</p>	<p>Y</p>	<p>Daly’s MPS solution does include the ability to perform remote diagnostics on customer’s devices. Daly will use either HP’s Webjet Admin or a network monitoring tool called PRTG to access the devices remotely. An agent will need to be installed onsite. Using these tools, Daly’s helpdesk engineers can remotely access the devices and resolve issues remotely or have the option to gather pertinent information quickly for further escalation and actions. The list below outlines some typical functionality that remote diagnostics can provide:</p> <ul style="list-style-type: none"> <li>• Quick Device Find</li> <li>• View Printer Status</li> <li>• Test Page Generation</li> <li>• Perform Cold Reset</li> <li>• Power Cycle the Printer</li> <li>• Set Offline/Online</li> <li>• View Diagnostic Information</li> <li>• Upgrade Firmware</li> <li>• Reconfigure Device to Specifications</li> <li>• Instant Support</li> <li>• Activity baselines</li> <li>• Unusual activity monitoring/custom alerts</li> </ul> <p>Prior to or during the MPS program setup and implementation stage, Daly’s account manager and or</p>

		<p>project manager will meet with the customer to thoroughly go over the following:</p> <ol style="list-style-type: none"> <li>1. Brief the customer on the capability of the remote diagnostics.</li> <li>2. Discuss any customer preferences.</li> <li>3. Understand the customer’s SLA requirements, priorities, and preferences.</li> </ol> <p>The above process ensures that all customer expectations, terms, and conditions are properly documented and coded in Daly’s help desk call tracking system.</p>
<p>Does your solution include any automated helpdesk features? If so, please describe.</p>	<p>Y</p>	<p>Daly has been offering and implementing automated helpdesk services to its government and education customers for many years. One of the main features is to have the customer’s helpdesk call tracking system, such as Remedy, Heat, etc. communicate directly with Daly’s call tracking system. There are several ways to accomplish this. One of the preferred ways is to use email parsing technology for security purposes. This “direct connect” then allows both parties’ call tracking system to receive and acknowledge calls / requests seamlessly and automatically. From there, automated alerts and other desired actions can be initiated based on predefined SLAs such as call priorities, response time, acknowledgement time, on site arrivals, etc. HP printers and devices with network aware alerting features can be integrated with the automated helpdesk call tracking system described above.</p> <p>Many of the HP MFDs have over 300 internal features that can be monitored remotely, i.e. paper jams, paper usage, maintenance kits, toner amount, etc. Using this state of the art design feature sets, smart automated custom alerts via SMS or email can be configured to effectively monitor devices such as HP MFD, Wide Format, and High Speed Production systems to help balance SLAs and optimize helpdesk workload. For example:</p> <ul style="list-style-type: none"> <li>• Monitoring of underuse or overuse MFDs by auto generating email alerts to the Print Administrator whenever a MFD prints less than X amount of pages an hour/day/week or over X amount of pages per hour/day/week.</li> <li>• Automatically email helpdesk about paper jams and other errors. (Typically is programmed to alert after a paper jam lasts more than 30 minutes.)</li> </ul> <p>Using email parsing technology, Daly’s helpdesk application has the ability to accept an email directly and create a trouble-ticket from information provided in the Subject</p>

		<p>field or Body of text. Alerts can then be configured to be forwarded as an email to another application’s configured email inbox. The actual email can be customized to provide the Subject field and body format required by the receiving application. Daly has used this type of automated feature with several of its education and government customers over the years.</p> <p>The deployment of a “trap generator” on a network is another method of conveying automated alerts for purposes of trouble-ticket creation. This method is typically more indirect than the email method and usually requires an operations console like OpenView Operations Center, Microsoft System Center, or Tivoli Enterprise Console. This method is based on centralized applications that can receive notifications from hardware and software (SNMP traps included) and process them. In this case, the notification would be processed to open a trouble-ticket. The SNMP trap can be customized to include all the necessary device related information required for appropriate processing and actions. Daly’s engineers can help customers setup predefined “traps” on their network to proactively detect problems or “out of the norm” device behavior. Automated alerts from these “traps” can initiate various proactive actions.</p> <p>Scraping a log file can also be an effective way to setup automatic alerts. This is usually performed by a software agent (like an OpenView Operations Center agent). The agent is usually deployed to monitor and report on the health of a server, but can be configured to scan the alert log file for entries that meet notification forwarding criteria. The alert log file can be customized to place entries in the format required for proper agent operability. Alert log file entries that meet the specific criteria are forwarded as a notification to the operations console, and then processed to open a trouble-ticket. This last method of monitoring log file can also be customized to the customer’s requirements.</p> <p>With a variety of automation solutions available, Daly’s system architect and project manager will work closely with the customers to help identify their needs and preferences to arrive at the desired automation system.</p>
<p>Does your solution include the ability to provide on-site personnel across the Commonwealth? If so, please describe how this will be accomplished.</p>	<p>Y</p>	<p>Daly is currently providing onsite personnel and technical support statewide to all locations in the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to</p>

		<p>cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>When appropriate, Daly will utilize qualified technical resources from HP and its other subcontractors.</p>
<p><b>Managed Print Services (Software)</b></p>		
<p>Does your company offer any managed print software solutions? If so, please describe and provide pricing in Exhibit C (MPS Optional Pricing) tab</p>	<p>Y</p>	<p>Daly uses PrintFleet and FM Audit for its managed print software solutions. Authorized users and customers will have the ability to access and use the software. Daly’s MPS subject matter expert will work closely with the customer to train the customers on its use. Using the MPS software, customers can track its print fleet utilization rate, toner usages, service calls, gain detail insights into each device, set thresholds and alerts, and be able to generate all types of reports on the print fleet and the devices.</p>
<p><b>Managed Print Services (Reports)</b></p>		
<p>Does your solution provide reports that track items such as number of open help desk tickets, time it took to close ticket, calls per month/day to helpdesk, etc.? If so, please describe and provide examples.</p>	<p>Y</p>	<p>Daly’s help desk and call tracking system meticulously track all service calls received. Recorded information includes time of call, person that called, Daly person taking the call, problem reported, actions taken, progress actions taken, results of any triaging, resolutions, parts used if any, call closure time and date, customer approval for call closure, etc. Reports based on these data points can be generated on a regular basis for the customers. Compiled records are then analyzed for trending and performance reviews. Data points can include but not limited to the following: open help desk tickets, time it took to close tickets, calls per month or per day, help desk response time, field service response time, call closure rate, average problem resolution time, types of service tickets grouped by categories, average number of parts used per tickets, total parts used per month, number of tickets issued per customer, ratio of number of service tickets to the fleet size, and a whole host of topics. Daly welcomes the opportunity to work with customer to craft the performance metrics / SLA and the required reports that</p>

		<p>will meet their requirements. Some sample reports are shown in Exhibits 7 and 15 for your review.</p> <p>A sample MPS report on an organization’s print environment is also shown Exhibit 18. This particular sample report outlines device utilization, aging, trends, and service statistics. Daly’s Account Manager will deliver the report on a regular basis and review them with the customer as part of an ongoing review process.</p> <p>At this time, authorized Users can have access directly to Daly’s call tracking system online to monitor and track the progress of each call and generate reports for its own trending analysis and record archiving.</p>
<p>Does your company send out customer satisfaction surveys to the Authorized Users currently enrolled in Managed Print Service engagements? If so, please describe and provide examples</p>	<p>Y</p>	<p>Daly does conduct customer satisfaction surveys with its MPS customers. We prefer onsite face to face survey as that tends to provide more insights of the customer’s satisfaction. Shown in Exhibit 17 is a sample Daly customer satisfaction survey when the customer simply cannot meet.</p>

## Exhibit B – Service Level Agreements for MFD Devices/Service(SLAs) Segments 7 - 14

\*\*\*\*\*The items listed below are examples. Please delete these and replace with your own SLAs.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Answer Time	Average Speed To Answer – Avg. Queue Time to Pickup is < 60 seconds	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Close Ticket Time	1 hr. after Trouble Resolution.	Monthly	90%	NA	0.5 Percent Credit of Monthly Service Cost
Problem Resolution Accuracy Rate	Total number of tickets completed vs. Requiring revisits after ticket completion	Monthly	95%	NA	0.5 Percent Credit of Monthly Service Cost
Abandoned Call Rate	Abandoned calls / total calls	Monthly	<10%	NA	0.5 Percent Credit of Monthly Service Cost
Shipping Time Hardware Failures	Orders Received by 1:00 p.m. Shipped Same Day provided products are in stock.	Monthly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Shipping Time	For products in stock locally < 2 business days.	Monthly	90%	100%	Management review
New Install	Schedule Installation Within 7 Days of Receipt of Equipment	Monthly	95%	NA	0.5 Percent Credit of Install Cost
New Follow-up	Within 7 Days of Shipment	Monthly	90%	NA	Management review
Complete Shipments	Number of Complete/ Incomplete < 5%. Does not include customer approved incomplete orders.	Monthly	95%	100%	Management review

Response Time	Within 8 business hours of call	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Supply Low Notification (For devices under MPS)	At 30% of empty unless threshold has been customized DCA will need to be installed Includes networked devices only	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Notification (For devices under MPS)	At 30% of empty unless threshold has been customized DCA will need to be installed Includes networked devices only	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Replacement	Scheduled within 3 business days of acknowledgement of receipt by customer DCA will need to be installed Includes networked devices only	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost

## Exhibit B – Service Level Agreements for MFD Devices/Service(SLAs) Segments 15 - 18

\*\*\*\*\*The items listed below are examples. Please delete these and replace with your own SLAs.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Answer Time	Average Speed To Answer – Avg. Queue Time to Pickup is < 2 minutes	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Close Ticket Time	8 hr. after Trouble Resolution.	Monthly	90%	NA	0.5 Percent Credit of Monthly Service Cost
Problem Resolution Accuracy Rate	Total number of tickets completed vs. Requiring revisits after ticket completion	Monthly	85%	NA	0.5 Percent Credit of Monthly Service Cost
Abandoned Call Rate	Abandoned calls / total calls	Monthly	<15%	NA	0.5 Percent Credit of Monthly Service Cost
New Install	Schedule Installation Within 14 Days of Receipt of Equipment	Monthly	95%	NA	0.5 Percent Credit of Install Cost
New Follow-up	Within 7 Days of Shipment	Monthly	90%	NA	Management review
Complete Shipments	Number of Complete/ Incomplete < 15%. Does not include customer approved incomplete orders.	Monthly	85%	100%	Management review
Response Time	Within 8 business hours of call	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Supply Low Notification (For devices under MPS)	At 30% of empty unless threshold has been customized	Quarterly	90%	100%	0.5 Percent Credit of Monthly

	DCA will need to be installed Includes networked devices only				Service Cost
Maintenance Kit Notification (For devices under MPS)	At 30% of empty unless threshold has been customized DCA will need to be installed Includes networked devices only	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Replacement	Scheduled within 3 business days of acknowledgement of receipt by customer DCA will need to be installed Includes networked devices only	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost

## Exhibit B – Service Level Agreements for Wide-Format/Lasers/Inkjets/Service(SLAs)

\*\*\*\*\*The items listed below are examples. Please delete these and replace with your own SLAs.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Answer Time	Average Speed To Answer – Avg. Queue Time to Pickup is < 60 seconds	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Close Ticket Time	1 hr. after Trouble Resolution.	Monthly	90%	NA	0.5 Percent Credit of Monthly Service Cost
Problem Resolution Accuracy Rate	Total number of tickets completed vs. Requiring revisits after ticket completion	Monthly	95%	NA	0.5 Percent Credit of Monthly Service Cost
Abandoned Call Rate	Abandoned calls / total calls	Monthly	<10%	NA	0.5 Percent Credit of Monthly Service Cost
Shipping Time Hardware Failures	Orders Received by 1:00 p.m. Shipped Same Day provided products are in stock.	Monthly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Shipping Time	For products in stock locally < 2 business days.	Monthly	90%	100%	Management review
New Install	Schedule Installation Within 7 Days of Receipt of Equipment	Monthly	95%	NA	0.5 Percent Credit of Install Cost
New Follow-up	Within 7 Days of Shipment	Monthly	90%	NA	Management review
Complete Shipments	Number of Complete/ Incomplete < 5%. Does not include customer approved incomplete orders.	Monthly	95%	100%	Management review

Response Time	Within 8 business hours of call	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Supply Low Notification (For device under MPS)	At 30% of empty unless threshold has been customized  DCA will need to be installed  Includes networked devices only  Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Notification (For device under MPS)	At 30% of empty unless threshold has been customized  DCA will need to be installed  Includes networked devices only  Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Replacement	Scheduled within 3 business days of acknowledgement of receipt by customer  DCA will need to be installed  Includes networked devices only  Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost

## Exhibit B – Service Level Agreements for High Speed Devices/Service(SLAs)

\*\*\*\*\*The items listed below are examples. Please delete these and replace with your own SLAs.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Answer Time	Average Speed To Answer – Avg. Queue Time to Pickup is < 2 minutes	Monthly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Close Ticket Time	16 hr. after Trouble Resolution.	Monthly	90%	NA	0.5 Percent Credit of Monthly Service Cost
Problem Resolution Accuracy Rate	Total number of tickets completed vs. Requiring revisits after ticket completion	Monthly	85%	NA	0.5 Percent Credit of Monthly Service Cost
Abandoned Call Rate	Abandoned calls / total calls	Monthly	<15%	NA	0.5 Percent Credit of Monthly Service Cost
New Install	Schedule Installation Within 14 Days of Receipt of Equipment	Monthly	95%	NA	0.5 Percent Credit of Install Cost
New Follow-up	Within 7 Days of Shipment	Monthly	90%	NA	Management review
Complete Shipments	Number of Complete/ Incomplete < 15%. Does not include customer approved incomplete orders.	Monthly	85%	100%	Management review
Response Time	Within 8 business hours of call	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Supply Low Notification	At 30% of empty unless threshold has been customized  Device needs to be networked and	Quarterly	90%	100%	0.5 Percent Credit of Monthly

	monitored.				Service Cost
Maintenance Kit Notification	At 30% of empty unless threshold has been customized  Device needs to be networked and monitored.	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Replacement	Scheduled within 3 business days of acknowledgement of receipt by customer  Device needs to be networked and monitored.	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost

## Exhibit B – Service Level Agreements for Managed Print Services(SLAs)

\*\*\*\*\*The items listed below are examples. Please delete these and replace with your own SLAs.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Answer Time	Average Speed To Answer – Avg. Queue Time to Pickup is < 60 seconds	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Close Ticket Time	1 hr. after Trouble Resolution.	Monthly	90%	NA	0.5 Percent Credit of Monthly Service Cost
Problem Resolution Accuracy Rate	Total number of tickets completed vs. Requiring revisits after ticket completion	Monthly	95%	NA	0.5 Percent Credit of Monthly Service Cost
Abandoned Call Rate	Abandoned calls / total calls	Monthly	<10%	NA	0.5 Percent Credit of Monthly Service Cost
Shipping Time Hardware Failures	Orders Received by 1:00 p.m. Shipped Same Day provided products are in stock.	Monthly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Shipping Time	For products in stock locally < 2 business days.	Monthly	90%	100%	Management review
New Install	Schedule Installation Within 7 Days of Receipt of Equipment	Monthly	95%	NA	0.5 Percent Credit of Install Cost
New Follow-up	Within 7 Days of Shipment	Monthly	90%	NA	Management review
Complete Shipments	Number of Complete/ Incomplete < 5%. Does not include customer approved incomplete orders.	Monthly	95%	100%	Management review

Response Time	Within 8 business hours of call	Monthly	95%	100%	0.5 Percent Credit of Monthly Service Cost
Supply Low Notification	At 30% of empty unless threshold has been customized DCA will need to be installed Includes networked devices only Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Notification	At 30% of empty unless threshold has been customized DCA will need to be installed Includes networked devices only Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost
Maintenance Kit Replacement	Scheduled within 3 business days of acknowledgement of receipt by customer DCA will need to be installed Includes networked devices only Does not include DesignJet and non-network devices	Quarterly	90%	100%	0.5 Percent Credit of Monthly Service Cost

## Exhibit C v2 Pricing Foot Note

### MFD Pricing

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Manufacturer equipment specification sheets are attached.
3. HP manufacturer list price can be found at [h18000.www1.hp.com/showroom/ipl.html](http://h18000.www1.hp.com/showroom/ipl.html).
4. Customer purchase prices (Column E) do not include any online promotional prices.
5. All prices shown are based on customers acquiring the equipment and services from Daly.
6. Yearly Maintenance (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
7. Yearly Maintenance includes standard maintenance and supplies (toners, fuser, maintenance kits, and staples). Yearly Maintenance does not include paper.
8. Yearly Maintenance does not include customer abuse, vandalism, misuse, Acts of God, i.e. electrical storm, fire, water damage, power damage, etc. Customers will be charged the cost to replace the device and or \$85 per hour to repair the device.
9. Yearly Maintenance will require installation of a DCA at the customer site in order to proactively receive device usage reports in order to accurately determine page count for cost per page and when maintenance kits or toners are needed.
10. For the MFDs (i.e. Segments, 7a, 8a, 9a, 10a, 10b, 11a, 11b, 12a, 12b, 13a, 13b, 14a, and 14b) that have Monthly Copies Included, Daly has accounted the costs for the minimum monthly copies into its Yearly Maintenance costs.
11. The overage cost per click provided in Column P and Q represents the minimum discount for that particular 1 printer. Additional volume discounts may be available based on knowing the exact print volume and the volume of the equipment.
12. The Cost Per Click shown in Column P and Q is based on a 3 year agreement.
13. HP's hard drive retention program is built into its HP Care Pack program. At the time of the initial transaction or purchase, customers wanting to retain the hard drives at the end of the life of the equipment should purchase the HP Care Pack with the drive retention program built in. At this time, this drive retention program does not cost any more than the standard Care Pack without the drive retention program built in. The HP Care Pack with the built in drive retention program must be purchased at the time of the initial transaction. By doing so, the hardware cost to retain the hard drive will be "ZERO". This is the reason why the cost for user to retain hard drive in Column R is listed as "ZERO". The Care Pack will also need to be registered with HP as usual.

The 3 year HP Care Pack part numbers with built in drive retention for the MFDs proposed are shown below. The VITA prices for these HP Care Packs are also shown. Please note that Daly will register the Care Packs that have been purchased from Daly. Additional volume discounts are available.

HP MFD Model	Part No. for 3 Year HP Care Pack with Drive Retention Built In	VITA Price
M525F	UX56E	\$479.20
M4555H	HP563E	\$799.20
M4555FSKM	HP563E	\$299.20
CM4540F	UV264E	\$1279.20
CM6040	UJ166E	\$2783.20
M9050	UJ528E	\$2159.20

Cost to remove the hard drive by a Daly technician is \$85 per hour. This hourly rate may be further discounted based on volume.

**MFD Optional Pricing**

1. A MFD optional pricing program is proposed.
2. This MFD optional pricing has lower Yearly Maintenance cost but a higher Cost Per Click.
3. The MFD optional pricing also has a lower monthly rental cost.
4. All notes in the MFD Pricing apply to the MFD Optional Pricing.
5. The Cost Per Click shown in Column P and Q is based on a 3 year agreement.

**MPS Optional Pricing**

1. MPS optional pricing is proposed. The proposed MPS program is as follows:
  - a. Cost per page (CPP) shown is based on a 3 year MPS agreement.
  - b. MPS services include remote monitoring and proactive shipment of toner and maintenance kits to the customer free of charge.
  - c. MPS services include setting threshold limits for toners and maintenance kits so they can be proactively sent out.
  - d. Device monthly print output should be within the manufacturer recommended limit.
  - e. A device collection agent (DCA) will need to be installed on the customer's network to monitor the devices under the MPS agreement. The devices being monitored should be network connected.
  - f. MPS services include Daly remote monitoring / receiving alerts on the health of the MFD devices.
  - g. MPS services include providing a variety of usage and utilization reports. Sample reports are shown in the technical proposal exhibits.
  - h. MPS services include onsite service with preventative maintenance check for the specific printer that is being serviced.
  - i. Customer abuses, vandalism, misuse, Acts of God, i.e. electrical storm, fire, water damage, power damage, etc. are not covered under the agreement. Customers will be charged the cost to replace the device and or \$85 per hour to repair the device.
  - j. Cost per page is based on average page toner coverage of 5% for mono and 20% for color.
  - k. Definition of a monochrome is one page of hard copy generated by printing, faxing, copying, or otherwise utilizing the contracted hardware that in generating the page uses black toner only.
  - l. A color print is one page of hard copy generated by printing, copying, faxing, or otherwise utilizing the contracted hardware device that in generating the page uses any amount of toner that is not black, even if it uses black toner.
  - m. Additional volume discounts may be available based on knowing the exact print volume and the volume of the equipment.
  - n. All supplies used are genuine OEM products.
2. Daly can customize other MPS programs to the customer's specific requirements and needs. Such customized MPS programs can include but not limited to the following:
  - a. Monitoring with toner supply only
  - b. Monitoring with toner, maintenance kits, and consumables (not including paper)
  - c. Monitoring with toner, maintenance kits, consumables (not including paper), and next business day service.
  - d. Monitoring with toner, maintenance kits, consumables (not including paper), and a wide range of customized services.
3. Upon a thorough site survey and MPS assessment, Daly can provide customers with a customized MPS solution that has optimized CPP pricing. The number of estimated output pages and the quantity of the devices on a MPS program can drastically affect the CPP pricing.
4. Length of the MPS program can vary and be customized.

**Trade-In and Buy Back Pricing**

Equipment trade-in and buy back is available. Equipment that is 3 years old and in working condition will typically receive 4% to 8% of its initial purchase price. The final price will depend on the condition of the equipment and the volume of the equipment.

EXHIBIT C

MANUFACTURER **HP**

Segment	Evaluation Model	List \$	Percentage Off List \$	Purchase Price	Yearly Maintenance	Purchase Price for 3 Years	Factor for	Cost Per						
							12 Month Rental (see note #1 below)	Month for 12 Month Rental	36 Month Rental (see note #1 below)	Month for 36 Month Rental	48 Month Rental (see note #1 below)	Month for 48 Month Rental	60 Month Rental (see note #1 below)	Month for 60 Month Rental
7	M425 (CF286A)	\$637.00	30.00%	\$445.90	59.67	\$624.91	0.08039	\$40.82	0.03066	\$18.64	0.02836	\$17.62	0.02438	\$15.84
7a	M425 (CF286A)	\$637.00	30.00%	\$445.90	174.58	\$969.64	0.08039	\$50.39	0.03066	\$28.22	0.02836	\$27.19	0.02438	\$25.42
8	M525F (CF117A)	\$2,466.33	30.00%	\$1,726.43	199.67	\$2,325.44	0.08039	\$155.43	0.03066	\$69.57	0.02836	\$65.60	0.02438	\$58.73
8a	M525F (CF117A)	\$2,466.33	30.00%	\$1,726.43	341.75	\$2,751.68	0.08039	\$167.27	0.03066	\$81.41	0.02836	\$77.44	0.02438	\$70.57
9	M4555H (CE738A)	\$3,265.50	30.00%	\$2,285.85	363.00	\$3,374.85	0.08039	\$214.01	0.03066	\$100.33	0.02836	\$95.08	0.02438	\$85.98
9a	M4555H (CE738A)	\$3,265.50	30.00%	\$2,285.85	829.08	\$4,773.09	0.08039	\$252.85	0.03066	\$139.17	0.02836	\$133.92	0.02438	\$124.82
	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	363.00	\$4,763.18	0.08039	\$325.62	0.03066	\$142.90	0.02836	\$134.45	0.02438	\$119.83
10a	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	1,062.12	\$6,860.54	0.08039	\$383.88	0.03066	\$201.16	0.02836	\$192.71	0.02438	\$178.09
10b	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	1,877.76	\$9,307.46	0.08039	\$451.85	0.03066	\$269.13	0.02836	\$260.68	0.02438	\$246.06
11	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00	563.00	\$5,343.00	0.08039	\$340.66	0.03066	\$158.95	0.02836	\$150.54	0.02438	\$136.00
11a	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00	1,807.88	\$9,077.64	0.08039	\$444.40	0.03066	\$262.69	0.02836	\$254.28	0.02438	\$239.74
11b	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00	3,260.24	\$13,434.72	0.08039	\$565.43	0.03066	\$383.72	0.02836	\$375.31	0.02438	\$360.77
12	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	363.00	\$4,763.18	0.08039	\$325.62	0.03066	\$142.90	0.02836	\$134.45	0.02438	\$119.83
12a	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	1,528.20	\$8,258.78	0.08039	\$422.72	0.03066	\$240.00	0.02836	\$231.55	0.02438	\$216.93
12b	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	2,946.44	\$12,513.50	0.08039	\$540.90	0.03066	\$358.19	0.02836	\$349.74	0.02438	\$335.11
13	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60	1,189.67	\$10,917.61	0.08039	\$689.89	0.03066	\$324.45	0.02836	\$307.55	0.02438	\$278.30
13a	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60	2,770.07	\$15,658.81	0.08039	\$821.59	0.03066	\$456.15	0.02836	\$439.25	0.02438	\$410.00
13b	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60	4,686.55	\$21,408.25	0.08039	\$981.30	0.03066	\$615.85	0.02836	\$598.95	0.02438	\$569.70
14	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50	929.67	\$11,346.51	0.08039	\$765.41	0.03066	\$339.85	0.02836	\$320.16	0.02438	\$286.10
14a	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50	2,366.07	\$15,655.71	0.08039	\$885.11	0.03066	\$459.55	0.02836	\$439.86	0.02438	\$405.80
14b	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50	3,822.47	\$20,024.91	0.08039	\$1,006.48	0.03066	\$580.91	0.02836	\$561.23	0.02438	\$527.17

Note #1: Suppliers must provide a factor for 36 month rental for each segment that they are proposing. Factors for 12, 48 and 60 month are optional

Minimum Specs per Segment

Segment	Copies Per Minute	Monthly Volume Range	Monthly Copies Included (Rented and Purchased Units with Maint.)			Automatic Features	Fax/Scan to		Hard Drive Required	Stationary Platen	Edge Mounted Platen Glass	Adjustable Platen Cover	Ability for Magnetic Card Programmer or Coin Operation
			Document Feeder	Document	Automatic Features		Email Capable	Energy Star Compliant					
7	10 - 20	1,000 - 6,000	0	N/A	AES	No	Yes	N/A	N	N	N	N	
7a	10 - 20	1,000 - 6,000	600	N/A	AES	No	Yes	N/A	N	N	N	N	
8	21 - 30	1,000 - 6,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	
8a	21 - 30	1,000 - 6,000	1,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	
9	31 - 40	10,000 - 30,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	
9a	31 - 40	10,000 - 30,000	4,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	
10	20 - 30	5,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	
10a	20 - 30	5,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	
10b	20 - 30	5,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	

11	20 - 30 b/w, 20 ppm color	5,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
11a	20 - 30 b/w, 20 ppm color	5,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
11b	20 - 30 b/w, 20 ppm color	5,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
12	31 - 45	20,000 - 50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
12a	31 - 45	20,000 - 50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
12b	31 - 45	20,000 - 50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
13	30 - 45 b/w, 30 ppm color	20,000 - 50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
13a	30 - 45 b/w, 30 ppm color	20,000 - 50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
13b	30 - 45 b/w, 30 ppm color	20,000 - 50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
14	46 - 55	30,000 - 60,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14a	46 - 55	30,000 - 60,000	15,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14b	46 - 55	30,000 - 60,000	30,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N

Accessories for Segment 7

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 9

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 11

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 13

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 8

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 10

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 12

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

Accessories for Segment 14

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more

21 % off List

<b>Overage Cost Per Click if Monthly Volume Exceeded</b>	<b>Cost Per Click on Color Copies</b>	<b>Cost for User to Retain Hard Drive</b>
0.01596	N/A	\$0.00
0.01536	N/A	\$0.00
0.01184	N/A	\$0.00
0.0114	N/A	\$0.00
0.00971	N/A	\$0.00
0.00935	N/A	\$0.00
0.00971	N/A	\$0.00
0.00934	N/A	\$0.00
0.00934	N/A	\$0.00
0.01729	0.07581	\$0.00
0.01664	0.07296	\$0.00
0.01664	0.07296	\$0.00
0.00971	N/A	\$0.00
0.00934	N/A	\$0.00
0.00934	N/A	\$0.00
0.01317	0.09589	\$0.00
0.01267	0.09229	\$0.00
0.01267	0.09229	\$0.00
0.00798	N/A	\$0.00
0.00768	N/A	\$0.00
0.00768	N/A	\$0.00

## MFD Optional Pricing

MANUFACTURER **HP**

Segment	Evaluation Model	List \$	Percentage Off List \$	Purchase Price	Yearly Maintenance	Purchase Price for 3 Years	Factor for	Cost Per	Overage Cost Per Click if Monthly Volume Exceeded	Cost Per Click on Color Copies	Cost for User to Retain Hard Drive						
							12 Month Rental (see note #1 below)	12 Month Rental	36 Month Rental (see note #1 below)	36 Month Rental	48 Month Rental (see note #1 below)	48 Month Rental	60 Month Rental (see note #1 below)	60 Month Rental			
7	M425 (CF286A)	\$637.00	30.00%	\$445.90		\$445.90	0.08039	\$35.85	0.03066	\$13.67	0.02836	\$12.65	0.02438	\$10.87	0.02261	N/A	\$0.00
7a	M425 (CF286A)	\$637.00	30.00%	\$445.90	162.79	\$934.27	0.08039	\$49.41	0.03066	\$27.24	0.02836	\$26.21	0.02438	\$24.44	0.02176	N/A	\$0.00
8	M525F (CF117A)	\$2,466.33	30.00%	\$1,726.43		\$1,726.43	0.08039	\$138.79	0.03066	\$52.93	0.02836	\$48.96	0.02438	\$42.09	0.01689	N/A	\$0.00
8a	M525F (CF117A)	\$2,466.33	30.00%	\$1,726.43	202.68	\$2,334.47	0.08039	\$155.68	0.03066	\$69.82	0.02836	\$65.85	0.02438	\$58.98	0.01626	N/A	\$0.00
9	M4555H (CE738A)	\$3,265.50	30.00%	\$2,285.85		\$2,285.85	0.08039	\$183.76	0.03066	\$70.08	0.02836	\$64.83	0.02438	\$55.73	0.01383	N/A	\$0.00
9a	M4555H (CE738A)	\$3,265.50	30.00%	\$2,285.85	663.84	\$4,277.37	0.08039	\$239.08	0.03066	\$125.40	0.02836	\$120.15	0.02438	\$111.05	0.01331	N/A	\$0.00
10	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18		\$3,674.18	0.08039	\$295.37	0.03066	\$112.65	0.02836	\$104.20	0.02438	\$89.58	0.01383	N/A	\$0.00
10a	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18	995.76	\$6,661.46	0.08039	\$378.35	0.03066	\$195.63	0.02836	\$187.18	0.02438	\$172.56	0.01331	N/A	\$0.00
11	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00		\$3,654.00	0.08039	\$293.75	0.03066	\$112.03	0.02836	\$103.63	0.02438	\$89.08	0.01782	0.07155	\$0.00
11a	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00	1,283.04	\$7,503.12	0.08039	\$400.67	0.03066	\$218.95	0.02836	\$210.55	0.02438	\$196.00	0.01715	0.06886	\$0.00
11b	CM4540F (CC420A)	\$5,220.00	30.00%	\$3,654.00	2,779.92	\$11,993.76	0.08039	\$525.41	0.03066	\$343.69	0.02836	\$335.29	0.02438	\$320.74	0.01715	0.06886	\$0.00
12	M4555FSKM (CE504A)	\$5,248.83	30.00%	\$3,674.18		\$3,674.18	0.08039	\$295.37	0.03066	\$112.65	0.02836	\$104.20	0.02438	\$89.58	0.01383	N/A	\$0.00
13	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60		\$7,348.60	0.08039	\$590.75	0.03066	\$225.31	0.02836	\$208.41	0.02438	\$179.16	0.01569	0.09922	\$0.00
13a	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60	1,882.80	\$12,997.00	0.08039	\$747.65	0.03066	\$382.21	0.02836	\$365.31	0.02438	\$336.06	0.01510	0.09549	\$0.00
13b	CM6040F (Q3939A)	\$10,498.00	30.00%	\$7,348.60	4,142.16	\$19,775.08	0.08039	\$935.93	0.03066	\$570.49	0.02836	\$553.59	0.02438	\$524.34	0.01510	0.09549	\$0.00
14	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50		\$8,557.50	0.08039	\$687.94	0.03066	\$262.37	0.02836	\$242.69	0.02438	\$208.63	0.01277	N/A	\$0.00
14a	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50	2,298.60	\$15,453.30	0.08039	\$879.49	0.03066	\$453.92	0.02836	\$434.24	0.02438	\$400.18	0.01229	N/A	\$0.00
14b	M9050 (CC395A)	\$12,225.00	30.00%	\$8,557.50	4,597.20	\$22,349.10	0.08039	\$1,071.04	0.03066	\$645.47	0.02836	\$625.79	0.02438	\$591.73	0.01229	N/A	\$0.00

Note #1: Suppliers must provide a factor for 36 month rental for each segment that they are proposing. Factors for 12, 48 and 60 month are optional

### Minimum Specs per Segment

Segment	Copies Per Minute	Monthly Volume Range	Monthly Copies Included (Rented and Purchased Units with Maint.)	Document Feeder	Automatic Features	Fax/Scan to Email Capable	Energy Star Compliant	Duplex	Hard Drive Required	Stationary Platen	Edge Mounted Platen Glass	Adjustable Platen Cover	Ability for Magnetic Card Program or Coin Operation
7	10 - 20	1,000 - 6,000	0	N/A	AES	No	Yes	N/A	N	N	N	N	N

7a	10 - 20	1,000 - 6,000	600	N/A	AES	No	Yes	N/A	N	N	N	N	N
8	21 - 30	1,000 - 6,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
8a	21 - 30	1,000 - 6,000	1,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
9	31 - 40	0,000 - 30,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
9a	31 - 40	0,000 - 30,000	4,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
10	20 - 30	0,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
10a	20 - 30	0,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
10b	20 - 30	0,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
	20 - 30 b/w.												
11	20 ppm color	0,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
	20 - 30 b/w.												
11a	20 ppm color	0,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
	20 - 30 b/w.												
11b	20 ppm color	0,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
12	31 - 45	0,000 - 50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
		20,000 -											
12a	31 - 45	50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
		20,000 -											
12b	31 - 45	50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
	30 - 45 b/w,	20,000 -											
13	30 ppm color	50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
	30 - 45 b/w,	20,000 -											
13a	30 ppm color	50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
	30 - 45 b/w,	20,000 -											
13b	30 ppm color	50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
14	46 - 55	0,000 - 60,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14a	46 - 55	0,000 - 60,000	15,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14b	46 - 55	0,000 - 60,000	30,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N

Accessories for Segment 7

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 9

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 11

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 13

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 8

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 10

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 12

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

Accessories for Segment 14

Supplier is to provide percentage off list (list should be publicly available)  
Suppliers proposed price must be 20% or more  
21 % off List

## MPS Optional Pricing

MANUFACTURER **HP**

Segment	Evaluation Model	Cost Per Page	Cost Per Click on Color Copies
7	M425 (CF286A)	0.02261	N/A
7a	M425 (CF286A)	0.02176	N/A
8	M525F (CF117A)	0.01689	N/A
8a	M525F (CF117A)	0.01626	N/A
9	M4555H (CE738A)	0.01383	N/A
9a	M4555H (CE738A)	0.01331	N/A
10	M4555FSKM (CE504A)	0.01383	N/A
10a	M4555FSKM (CE504A)	0.01331	N/A
10b	M4555FSKM (CE504A)	0.01331	N/A
11	CM4540F (CC420A)	0.01782	0.07155
11a	CM4540F (CC420A)	0.01715	0.06886
11b	CM4540F (CC420A)	0.01715	0.06886
12	M4555FSKM (CE504A)	0.01383	N/A
12a	M4555FSKM (CE504A)	0.01331	N/A
12b	M4555FSKM (CE504A)	0.01331	N/A
13	CM6040F (Q3939A)	0.01569	0.09922
13a	CM6040F (Q3939A)	0.01510	0.09549

13b	CM6040F (Q3939A)	0.01510	0.09549
14	M9050 (CC395A)	0.01277	N/A
14a	M9050 (CC395A)	0.01229	N/A
14b	M9050 (CC395A)	0.01229	N/A

1. Cost per page (CPP) shown is based on a 3 year MPS agreement.
2. MPS services include remote monitoring and proactive shipment of toner and maintenance kits to the customer free of charge.
3. MPS services include setting threshold limits for toners and maintenance kits so they can be proactively sent out.
4. Device monthly print output should be within the manufacturer recommended limit.
5. A device collection agent (DCA) will need to be installed on the customer's network to monitor the devices under the MPS agreement.  
The devices being monitored should be network connected.
6. MPS services include Daly remote monitoring / receiving alerts on the health of the MFD devices.
7. MPS services include providing a variety of usage and utilization reports. Sample reports are shown in the technical proposal exhibits.
8. MPS services include onsite service with preventative maintenance check for the specific printer that is being serviced.
9. Customer abuses, vandalism, misuse, Acts of God, i.e. electrical storm, fire, water damage, power damage, etc. are not covered under the agreement.  
Customers will be charged the cost to replace the device and or \$85 per hour to repair the device.
10. Cost per page is based on average page toner coverage of 5% for mono and 20% for color.
11. Definition of a monochrome is one page of hard copy generated by printing, faxing, copying, or otherwise utilizing the contracted hardware that in generating the page uses black toner only.
12. A color print is one page of hard copy generated by printing, copying, faxing, or otherwise utilizing the contracted hardware device that in generating the page uses any amount of toner that is not black, even if it uses black toner.
13. Additional volume discounts may be available based on knowing the exact print volume and the volume of the equipment.
14. All supplies used are genuine OEM products.
13. All supplies (toners and maintenance kits) used are genuine OEM products.

MANUFACTURER Toshiba

Segment	Evaluation Model	List \$	Percentage Off List \$	Purchase Price	Yearly Maintenance	Purchase Price for 3 Years	Factor for	Factor for	Factor for	Cost Per Month for 36 Month	Rental (see note #1)	Cost Per Month for 36 Month
							12 Month Rental (see note #1)	36 Month Rental (see note #1)	48 Month Rental (see note #1)			
15	e-STUDIO 4540C	\$23,456.00	60.00%	\$9,382.40	300.00	\$10,282.40	0.08039	\$779.25	0.03066	\$312.66	0.02836	\$291.08
15a	e-STUDIO 4540C	\$23,456.00	60.00%	\$9,382.40	2,584.20	\$17,135.00	0.08039	\$969.60	0.03066	\$503.01	0.02836	\$481.43
15b	e-STUDIO 4540C	\$23,456.00	60.00%	\$9,382.40	4,868.40	\$23,987.60	0.08039	\$1,159.95	0.03066	\$693.36	0.02836	\$671.78
16	e-STUDIO 656	\$26,210.00	61.00%	\$10,221.90	300.00	\$11,121.90	0.08039	\$846.74	0.03066	\$338.40	0.02836	\$314.89
16a	e-STUDIO 656	\$26,210.00	61.00%	\$10,221.90	2,026.20	\$16,300.50	0.08039	\$990.59	0.03066	\$482.25	0.02836	\$458.74
16b	e-STUDIO 656	\$26,210.00	61.00%	\$10,221.90	5,528.60	\$26,807.70	0.08039	\$1,282.46	0.03066	\$774.12	0.02836	\$750.61
17	e-STUDIO 756	\$31,560.00	61.00%	\$12,308.40	300.00	\$13,208.40	0.08039	\$1,014.47	0.03066	\$402.38	0.02836	\$374.07
17a	e-STUDIO 756	\$31,560.00	61.00%	\$12,308.40	2,934.00	\$21,110.40	0.08039	\$1,233.97	0.03066	\$621.88	0.02836	\$593.57
17b	e-STUDIO 756	\$31,560.00	61.00%	\$12,308.40	6,194.80	\$30,892.80	0.08039	\$1,505.71	0.03066	\$893.61	0.02836	\$865.30
18	e-STUDIO 256	\$8,549.00	55.00%	\$3,847.05	3,573.60	\$14,567.85	0.08039	\$607.06	0.03066	\$415.75	0.02836	\$406.90

Note #1: Suppliers must provide a factor for 36 month rental for each segment that they are proposing. Factors for 12, 48 and 60 month are optional

### Minimum Specs per Segment

Segment	Copies Per Minute	Monthly Volume Range	Monthly Copies Included (Rented and Purchased)	Units with Maint.)	Document Feeder	Automatic Features	Fax/Scan to Email Capable	Energy Star Compliant	Duplex	Hard Drive Required	Stationary Platen	Edge Mounted Platen Glass	Adjustable Platen Cover
15a	40 - 55 b/w, 40 ppm color	30,000 - 60,000	15,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N
15b	40 - 55 b/w, 40 ppm color	30,000 - 60,000	30,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N
16	56 - 65	40,000 - 70,000	0		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
16a	56 - 65	40,000 - 70,000	15,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
16b	56 - 65	40,000 - 70,000	45,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
17	66 - 85	60,000 - 130,000	0		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
17a	66 - 85	60,000 - 130,000	25,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
17b	66 - 85	60,000 - 130,000	55,000		RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N
18	25 - 35	20,000 - 80,000	20,000		N/A	AES, APS	No	Yes	1:2, 2:2, 2:1	N	Y	Y	Y

Accessories for Segment 15

Supplier is to provide percentage off list (list should be publicly available)

Suppliers proposed price must be 20% or more

20 % off List

Accessories for Segment 17

Supplier is to provide percentage off list (list should be publicly available)

Suppliers proposed price must be 20% or more

20 % off List

Accessories for Segment 16

Supplier is to provide percentage off list (list should be publicly available)

Suppliers proposed price must be 20% or more

20 % off List

Accessories for Segment 18

Supplier is to provide percentage off list (list should be publicly available)

Suppliers proposed price must be 20% or more

20 % off List

<b>Factor for 60 Month Rental (see note #1 below)</b>	<b>Cost Per Month for 60 Month Rental</b>	<b>Overage Cost Per Click if Monthly Volume Exceeded</b>	<b>Cost Per Click on Color Copies</b>	<b>Cost for User to Retain Hard Drive</b>
0.02438	\$253.74	0.01269	0.08654	\$350.00
0.02438	\$444.09	0.01241	0.08461	\$350.00
0.02438	\$634.44	0.01241	0.08461	\$350.00
0.02438	\$274.21	0.00959	N/A	\$350.00
0.02438	\$418.06	0.00937	N/A	\$350.00
0.02438	\$709.93	0.00937	N/A	\$350.00
0.02438	\$325.08	0.00878	N/A	\$350.00
0.02438	\$544.58	0.00858	N/A	\$350.00
0.02438	\$816.31	0.00858	N/A	\$350.00
0.02438	\$391.59	0.01364	N/A	\$350.00

**Ability for  
Magnetic  
Card  
Programm  
er or Coin  
Operation**

N

N

N

N

N

N

N

N

N

Y

se publicly available)  
or more

se publicly available)  
or more

## Exhibit C-2 v5 Pricing Foot Note

### **Inkjets & All In one Inkjets (Segment 20, 21, 22, 23)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.

### **BW Lasers (Segment 24, 25, 26)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.

### **Color Lasers (Segment 27, 28, 29)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.

### **Desktop Wide Format (Segment 30 31)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.

### **Large Format (Technical and CAD Drawing) (Segment 32, 33)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

### **Large Format (Graphics Arts) (Segment 34, 35, 36)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

### **Large Format (Photo Graphic Quality) (Segment 37, 38, 39)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

**Segments 40, 41, 42, and 43**

1. HP currently does not have a large format B&W printer that meets the minimum print speed requirement called for in the RFP.

**Color Wide Format MFP Low-End Ink (Segment 44)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

**Color Wide Format MFP Mid-End Ink (Segment 45)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

**Color Wide Format MFP High-End Ink (Segment 46)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.
4. Fixed spread rate is based on the 9/28/2012 swap rate. Payment factor with monthly advance is also shown.

**Segment 47**

HP currently does not have a color wide format MPF high-end ink printer that meets the minimum print speed requirement called for in the RFP.

**Mobile (Segment 48)**

1. Manufacturer model and part numbers are provided so technical specifications can be verified.
2. Customer purchase prices do not include any online promotional prices.
3. Maintenance per Year price (Column F) is based on 3 year HP Care Pack maintenance price divided by 3 to arrive at the yearly price. Column F pricing cannot be purchased as a standalone price.

**Segment 49**

HP currently does not have a large format toner based printer that meets the specification called for in the RFP.

### **Optional Items**

1. HP's hard drive retention program is built into its HP Care Pack program. At the time of the initial transaction or purchase, customers wanting to retain the hard drives at the end of the life of the equipment should purchase the HP Care Pack with the drive retention program built in. At this time, this drive retention program does not cost any more than the standard Care Pack without the drive retention program built in. The HP Care Pack with the built in drive retention program must be purchased at the time of the initial transaction. By doing so, the hardware cost to retain the hard drive will be "ZERO". The 3 year HP Care Pack part numbers with built in drive retention for the printer proposed are shown. Note that not all wide format printers proposed have hard drives. The rates noted in the "Rate" column are for the 3 year HP Care Pack with drive retention included. The HP Care Pack numbers are also shown. Please note that Daly will register the HP Care Packs that have been purchased from Daly. Additional volume discounts are available.
2. Standard HP 3 year NBD Care Pack services are also proposed. Volume discounts may be available.
3. Trade-In and Buy Back Pricing  
Trade-In and Buy Back pricing is available. Equipment that is 3 years old and in working condition will typically receive 4% to 8% of its initial purchase price. The final price will depend on the condition of the equipment and the volume of the equipment.
4. Equipment Disposal and Drive Shredding Services
  - a. Daly can customize equipment disposal services that include proper recycling and securely wiping the hard drive. Typical rates are \$25 to \$75 per device, depending on the scope and volume of the project. Per unit price may be more.
  - b. Daly also provides physically shredding the hard drive services. Typical rates are \$5 to \$15 per drive, depending on the scope and volume of the project.
5. Various Daly technical services hourly rates are provided. Additional discounts based on volume and project scope are available.

### **MPS Options**

Daly is also proposing a variety of MPS options for the Wide Format printers. The program is customizable to the customer's specifications within the contractual and terms and conditions of the VITA contract. A sample 3 year CPP MPS program is shown in Exhibit C v2 Price worksheet, MPS Optional Pricing. That particular program includes the following:

1. Cost per page (CPP) based on a 3 year MPS agreement.
2. MPS services include remote monitoring and proactive shipment of toner and maintenance kits to the customer free of charge.
3. MPS services include setting threshold limits for toners and maintenance kits so they can be proactively sent out.
4. Device monthly print output should be within the manufacturer recommended limit.
5. A device collection agent (DCA) will need to be installed on the customer's network to monitor the devices under the MPS agreement. The devices being monitored should be network connected.
6. MPS services include Daly remote monitoring / receiving alerts on the health of the devices.
7. MPS services include providing a variety of usage and utilization reports. Sample reports are shown in the technical proposal exhibits.
8. MPS services include onsite service with preventative maintenance check for the specific printer that is being serviced.
9. Customer abuses, vandalism, misuse, Acts of God, i.e. electrical storm, fire, water damage, power damage, etc. are not covered under the agreement. Customers will be charged the cost to replace the device and or \$85 per hour to repair the device.

## Exhibit C-2 v5 Pricing

10. Cost per page is based on average page toner coverage of 5% for mono and 20% for color.
11. Definition of a monochrome is one page of hard copy generated by printing, faxing, copying, or otherwise utilizing the contracted hardware that in generating the page uses black toner only.
12. A color print is one page of hard copy generated by printing, copying, faxing, or otherwise utilizing the contracted hardware device that in generating the page uses any amount of toner that is not black, even if it uses black toner.
13. Additional volume discounts may be available based on knowing the exact print volume and the volume of the equipment.
14. All supplies used are genuine OEM products.
15. Please note that Daly's MPS program currently does not include any Designjet devices.

Daly can customize other MPS programs to the customer's specific requirements and needs. Such customized MPS programs can include but not limited to the following:

- a. Monitoring with toner supply only
- b. Monitoring with toner, maintenance kits, and consumables (not including paper)
- c. Monitoring with toner, maintenance kits, consumables (not including paper), and next business day service.
- d. Monitoring with toner, maintenance kits, consumables (not including paper), and a wide range of customized services.

Upon a thorough site survey and MPS assessment, Daly can provide customers with a customized MPS solution that has optimized CPP pricing. The number of estimated output pages and the quantity of the devices on a MPS program can drastically affect the CPP pricing. Length of the MPS program can vary and be customized.

### **Lease Options**

Daly is also proposing several types of leasing programs. Lease rate factors for each of these will depend on the program selected as well as the type and volume of the equipment leased. The programs are as follows:

#### **Fair Market Value – True Lease (Operating)**

Operating Leases are typically used by entities to procure technology and other equipment that depreciates rapidly. This structure acts more like a rental of the equipment versus a loan with intent to own. Following the base lease term, the Lessee has several options; 1) the equipment may be returned without penalty; 2) the lease term may be re-negotiated and extended; 3) the equipment may be purchased at its then Fair Market Value; or 4) the Lessee may continue to make monthly lease payments beyond the original term until they are ready to exercise one of the three previously listed options.

#### **\$1 Buyout**

In the \$1 Buyout lease structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the lease, the concluding payment – primarily consisting of unpaid principal would decline as each lease payment was made and applied. Once the original base Lease payments are made the Lessee owns the equipment free and clear.

#### **Technology Refresh**

Because technology refresh means different things to different customers, Daly can customize tech refresh options based on each customer's specific requirements. Most Public Sector Lessees want a fixed term, want to be certain they have the flexibility to lease different technology assets for different lengths of time as their business needs change, and want different disposal or renewal options. Daly can design and price each tech refresh program to meet the individual customer's needs. Daly has designed a special Technology Refresh lease structure for Public Sector users that provides the flexibility of a FMV True Lease structure along with the predictability of the end of lease charges normally associated with a \$1 Buyout transaction.

## Exhibit C-2 (Desktop Wide Format)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Maintenance per Year (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
30	120 (CQ891)	1,201.00	28.00%	864.72	82.40	1,111.92	<a href="http://h18000.www1.hp.com/showroom/ipl.html">h18000.www1.hp.com/showroom/ipl.html</a>
31	520(CQ893)	3,427.00	28.00%	2467.44	173.10	2,986.74	<a href="http://h18000.www1.hp.com/showroom/ipl.html">h18000.www1.hp.com/showroom/ipl.html</a>

Segment	Minimum Ink Colors	Minimum Output Width	Minimum Memory	Minimum Warranty	Connectivity Type	Paper Handling	Hard Drive Minimum Size
30	4	24" Width	64 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	Roll and Cut Sheet	N/A
31	4	36" Width	256 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	Roll and Cut Sheet	40GB

### Accessories for Segment 30

Vendor is provide a percentage off list (list must be publicly available)

Vendors proposed price must be 10% or more

**15**% off List

### Accessories for Segment 31

Vendor is provide a percentage off list (list must be publicly available)

Vendors proposed price must be 10% or more

**15**% off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.

\*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

### Exhibit C-2 (Large Format (Technical and CAD Drawing))

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
32	T790(CR648A)	3,600.00	25.00%	2,700.00	226.40	3,379.20	<a href="http://h18000.www1.hp.com/showroom/ipl.ht">h18000.www1.hp.com/showroom/ipl.ht</a>
33	T790(CR650A)	5,990.00	28.00%	4,312.80	226.40	4,992.00	<a href="http://h18000.www1.hp.com/showroom/ipl.ht">h18000.www1.hp.com/showroom/ipl.ht</a>

Fixed Spread Rate (in decimal format)

	Term	9/28/2012 SWAP	ayment Factor	
<b>0.0288</b>	36 Months	0.44%	<b>0.02914</b>	Monthly-Advance
<b>0.0273</b>	48 Months	0.56%	<b>0.0222</b>	Monthly-Advance
<b>0.0259</b>	60 Months	0.75%	<b>0.01807</b>	Monthly-Advance
<b>0.0244</b>	72 Months	0.96%	<b>0.01533</b>	Monthly-Advance
<b>0.0228</b>	84 Months	1.17%	<b>0.01338</b>	Monthly-Advance

Segment	Minimum Output Width	Minimum Ink Colors	Minimum Hard Drive Size	Minimum Memory	Minimum Warranty	Connectivity Type	Maximum Print Resolution	Roll Feed
32	24"	5	60 GB	320 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200	Y
33	36" - 44"	5	60 GB	320 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200	Y

**Accessories for Segment 32**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
22% off List

**Accessories for Segment 33**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
22% off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 (Large Format (Graphics Arts))

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
34	200PS(Q671)	4,605.00	32.00%	3,131.40	373.07	4,250.61	h18000.www1.hp.com/showroom/ipl.
35	5200(CQ113)	5,950.00	28.00%	4,284.00	599.73	6,083.19	h18000.www1.hp.com/showroom/ipl.
36	6200(CQ111)	17,995.00	28.00%	12,956.40	813.07	15,395.61	h18000.www1.hp.com/showroom/ipl.

Fixed Spread Rate (in decimal format)

Term	SWAP	ayment Factor	
36 Months	0.44%	0.02914	Monthly-Advance
48 Months	0.56%	0.0222	Monthly-Advance
60 Months	0.75%	0.01807	Monthly-Advance
72 Months	0.96%	0.01533	Monthly-Advance
84 Months	1.17%	0.01338	Monthly-Advance

Segment	Output Width	Minimum Ink Colors	Minimum Hard Drive Size	Minimum Memory	Minimum Warranty	Connectivity Type	Maximum Print Resolution	Roll Feed
34	24"	6	40 GB	256 MB	One Year On Site Next Bus. Day	USB	2400 x 1200	Y
35	36" - 44"	8	40 GB	384 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200	Y
36	60"	8	40 GB	384 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200	Y

**Accessories for Segment 34**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
 22% off List

**Accessories for Segment 35**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
 22% off List

**Accessories for Segment 36**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
 22% off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.

**\*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.**

## Exhibit C-2 (Large Format (Photo Graphic Quality))

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
37	200PS(Q672)	4,605.00	28.00%	3,315.60	373.06	4,434.78	h18000.www1.hp.com/showroom
38	200PS(Q672)	5,789.00	28.00%	4,168.08	373.06	5,287.26	h18000.www1.hp.com/showroom
39	200(CQ111)	17,995.00	28.00%	12,956.40	813.06	15,395.58	h18000.www1.hp.com/showroom

Fixed Spread Rate (in decimal format)

	Term	9/28/2012 SWAP	Payment Factor	
0.0288	36 Months	0.44%	0.02914	Monthly-Advance
0.0273	48 Months	0.56%	0.0222	Monthly-Advance
0.0259	60 Months	0.75%	0.01807	Monthly-Advance
0.0244	72 Months	0.96%	0.01533	Monthly-Advance
0.0228	84 Months	1.17%	0.01338	Monthly-Advance

Segment	Output Width	Minimum Ink Tanks	Minimum Hard Drive Size	Minimum Memory	Minimum Warranty	Connectivity Type	Maximum Print Resolution
37	24"	12	40 GB	256 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200
38	36" - 44"	12	80 GB	256 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200
39	60"	8	80 GB	256 MB	One Year On Site Next Bus. Day	Ethernet 10/100, USB	2400 x 1200

### Accessories for Segment 37

Vendor is provide a percentage off list (list must be publicly available)  
Vendors proposed price must be 20% or more

22% off List

### Accessories for Segment 38

Vendor is provide a percentage off list (list must be publicly available)  
Vendors proposed price must be 20% or more

22% off List

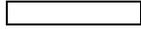
### Accessories for Segment 39

Vendor is provide a percentage off list (list must be publicly available)  
Vendors proposed price must be 20% or more

22% off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.

**\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.**



### Exhibit C-2 (Color Wide Format MFP Low-End Ink)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include toner)	True Purchase Price for 3 Years	Publicly Available site showing list price
44	800PS(CN72)	10,868.00	28.00%	7,824.96	599.74	9,624.18	h18000.www1.hp.com/showroom/ipl.

Fixed Spread Rate (in decimal format)

Term	SWAP	ayment Factor
36 Months	0.44%	0.02914
48 Months	0.56%	0.0222
60 Months	0.75%	0.01807
72 Months	0.96%	0.01533
84 Months	1.17%	0.01338

Segment	Minimum Scanning Width	Minimum Printing Width	Minimum Print Speed D Size	Optical Resolution	Scan Formats	Minimum Warranty	Connectivity Type	Integrated Touch Screen	Energy Star Compliant	Minimum Hard Drive	Minimum Memory	Contact Image Sensor Scanner Technology
44	36"	42"	Under 40 seconds	600 x 600 DPI	TIFF, PDF, JPG	One Year On Site Next Bus. Day	Ethernet 10/100	Y	Y	60 GB	320 MB	Y

**Accessories for Segment 44**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
22 % off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 (Color Wide Format MFP Mid Ink)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
45	MFPHD(CQ)	22,675.00	28.00%	16,326.00	1,173.00	19,845.00	h18000.www1.hp.com/showroom/ipl.

Fixed Spread Rate (in decimal format)

Term	9/28/2012 SWAP	Payment Factor	
0.0288 36 Months	0.44%	0.02914	Monthly-Advance
0.0273 48 Months	0.56%	0.0222	Monthly-Advance
0.0259 60 Months	0.75%	0.01807	Monthly-Advance
0.0244 72 Months	0.96%	0.01533	Monthly-Advance
0.0228 84 Months	1.17%	0.01338	Monthly-Advance

Segment	Minimum Scanning Width	Minimum Printing Width	Minimum Print Speed D Size	Optical Resolution	Scan Formats	Minimum Warranty	Connectivity Type	Integrated Touch Screen	Minimum Hard Drive	Minimum Memory	Charge Coupled Device Scanner Technology
45	42"	44"	Under 40 seconds	600 x 600 DPI	TIFF, PDF, JPG	One Year On Site Next Bus. Day	Ethernet 10/100	Y	80 GB	320 MB	Y

**Accessories for Segment 45**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
22 % off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 (Color Wide Format MFP High End Ink)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Yearly Maintenance (Does not include ink)	True Purchase Price for 3 Years	Publicly Available site showing list price
46	MFPHD(CQ)	22,675.00	28.00%	16,326.00	1,173.00	19,845.00	h18000.www1.hp.com/showroom/ipl.

Fixed Spread Rate (in decimal format)

Term	9/28/2012 SWAP	ayment Factor
0.0288 36 Months	0.44%	0.02914 Monthly-Advance
0.0273 48 Months	0.56%	0.0222 Monthly-Advance
0.0259 60 Months	0.75%	0.01807 Monthly-Advance
0.0244 72 Months	0.96%	0.01533 Monthly-Advance
0.0228 84 Months	1.17%	0.01338 Monthly-Advance

Segment	Minimum Scanning Width	Minimum Printing Width	Print Speed 2 D size prints per minute	Optical Resolution DPI	Scan Formats	Minimum Warranty One Year On Site Next Bus. Day	Connectivity Type	Integrated Touch Screen	Minimum Hard Drive	Minimum Memory	Charge Coupled Device Scanner Technology	Ability to Handle Two Media Rolls
46	36"	36"		600 x 600	TIFF, PDF, JPG		Ethernet 10/100	Y	80 GB	320 MB	Y	Y

**Accessories for Segment 46**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 20% or more  
22 % off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

**\*\*Suppliers are encouraged to add additional service options such as installation, training, etc. VITA however reserves the right to eliminate any additional service options that don't fit the purpose of this RFP**

Item Description	Rate	Add additional "Surrender Hard Drive Cost" as needed
Surrender Hard Drive Cost (Cost includes hard drive costs)		
HP Model T790 3 Year NBD/DMR Care Pack No. HZ193E	\$775.20	\$85 /Hour
HP Model Z3200PS 3 Year NBD/DMR Care Pack No. HY992E	\$1,783.20	\$85 /Hour
HP Model Z6200 3 Year NBD/DMR Care Pack No. UX891E	\$2,439.20	\$85 /Hour
HP Model X3200 3 Year NBD/DMR Care Pack No. UK505E	\$1,119.20	\$85 /Hour
HP Model T2300 3 Year NBD/DMR Care Pack No. HY928E	\$2,583.20	\$85 /Hour
HP Model T1200 3 Year NBD/DMR Care Pack No. HY912E	\$5,239.20	\$85 /Hour

HP's hard drive retention program is built into its HP Care Pack program. At the time of the initial transaction or purchase, customers wanting to retain the hard drives at the end of the life of the equipment should purchase the HP Care Pack with the drive retention program built in. At this time, this drive retention program does not cost any more than the standard Care Pack without the drive retention program built in. The HP Care Pack with the built in drive retention program must be purchased at the time of the initial transaction. By doing so, the hardware cost to retain the hard drive will be "ZERO". The 3 year HP Care Pack part numbers with built in drive retention for the printer proposed are shown. Note that not all wide format printers proposed have hard drives. The rates noted in the "Rate" column are for the 3 year HP Care Pack with drive retention included. The HP Care Pack numbers are also shown. Please note that Daly will register the HP Care Packs that have been purchased from Daly. Additional volume discounts are available.

Standard HP 3 Year NBD Care Pack Services	Cost
HP Model: M401 - 3 year NBD Care Pack Pat No: U5Z48E	\$47.20
HP Model: P3015 3 year NBD Care Pack Part No. UP871E	\$127.20
HP Model M451 3 Year NBD Care Pack Part No. U1H88E	\$71.20
HP Model 100 3 Year NBD Care Pack Part No. UQ212E	\$64.00
HP Model M551 3 Year NBD Care Pack Part No. HZ626E	\$183.20
HP Model T520 3 Year NBD Care Pack Part No. U6T83E	\$519.20

Trade-In and Buy Back Pricing	Rate
Equipment that is 3 years old and in working condition	4 - 8% of initial purchase price
The final price will depend on the condition of the equipment and the volume of the equipment.	

Equipment Disposal and Drive Shredding Services	Rate
Daly can customize equipment disposal services that include proper recycling and security wiping the hard drives.	TBD
Hard drive shredding	TBD

Daly Technical Services	Rate
Daly Basic Printer Installation Services	\$75 / Hour
Daly DesignJet Installation Services	\$95 / Hour
Daly Asset Tagging Services (At Daly Facility)	\$4 per printer
Daly Inventory Assessment Services	\$95 / Hour
Daly Consulting Services	\$125 / Hour
Daly Sysetm Architect and Design Services	\$125 / Hour
Daly MPS Assessment and Design Services	\$125 / Hour
Daly End User Training Services	\$95 / Hour
Daly Administrator Training Services	\$125 / Hour
Daly Off Site Class Room Training	TBD
Daly Preventive Maintenance Services	\$95 / Hour
Remedial Maintenance Services	\$85 / Hour
Emergency Onsite Technical Services	\$95 / Hour
Emergency Onsite Engineering Services	\$125 / Hour
Documentation and technology white paper	\$100 / Hour
Security Assessment Services	\$125 / Hour

Additional discounts based on volume and project scope are available.

## Exhibit C-3 Pricing Foot Note

### **High Speed B/W Devices**

1. Two models of the HP/Toshiba B/W devices are proposed. They are the e-Studio 1105 and e-Studio 1355
2. Toshiba does not have its high speed devices on GSA Schedule.
3. Additional discounts may be available subject to volume.
4. System specification sheets are attached.

### **High Speed Color Devices**

1. Three series models of the HP/Toshiba color devices are proposed. They are the e-Studio 5540C, e-Studio 6540, and e-Studio 6550C.
2. Toshiba does not have its high speed devices on GSA Schedule.
3. Additional discounts may be available subject to volume.
4. System specification sheets are attached.

### **Fixed Spread Rate**

Fixed spread rate proposed is based on the 9/28/2012 swap rate. Payment factors with monthly advance are also provided.

## Minimum Requirements for B/W and Color High Speed Devices

For B/W Devices, suppliers can only submit devices that are 95 pages per minute and higher and have a monthly duty cycle of 700,000 pages or more

For Color Devices, suppliers can only submit devices that are 50 pages per minute in speed or higher, 600 x 600 DPI and that have a monthly duty cycle of 200,000 pages or more

**Exhibit C-3**

<b>SUPPLIER ITEM NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>CURRENT GSA DISCOUNT (Percentage Amount)</b>	<b>VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)</b>
<b>DIGITAL - MONOCHROME</b>				
e-STUDIO1105	110PPM Digital Copier	\$53,550	NA	33.13%
e-STUDIO1355	135PPM Digital Copier	\$65,100	NA	29.36%
404195	A3/11"x17" Tray Unit TK5010	\$1,575	NA	24.05%
404220	LCIT RT5030	\$5,093	NA	25.75%
404223	LCIT RT5040	\$9,555	NA	26.89%
412974	BY5000 Multi Pypass Tray	\$1,470	NA	21.29%
404087	Cover Interposer Tray CI5010	\$3,675	NA	19.98%
45070166	EFI Impose for GA1211/GA1310/E7100	\$2,966	NA	19.58%
414007	File Format Converter Type E	\$635	NA	18.25%
404226	Decurl Unit DU5000	\$5,093	NA	53.19%
412981	Finisher SR5000	\$5,828	NA	27.13%
412983	Punch Unit PU5000 NA	\$919	NA	19.37%
404174	Booklet Finisher SR5020	\$12,390	NA	27.41%
404177	Punch Unit PU5020 NA	\$1,050	NA	19.77%
404180	Trimmer Unit TR5020	\$13,020	NA	25.63%
404183	Multi-Folding Unit FD5000	\$9,608	NA	19.73%
404215	High Capacity Stacker SK5010	\$16,538	NA	25.47%
404218	Roll-Away Cart Type 5010	\$709	NA	26.38%
414002	Data Overwrite Security Unit Type H	\$410	NA	19.37%
414021	HDD Encryption Unit Type A	\$415	NA	18.59%
413985	Copy Data Security Unit Type F	\$746	NA	16.62%
404334	External HDD Security Kit Type 1357	\$2,624	NA	23.19%
412415	Copy Connector Type3260	\$1,491	NA	21.42%
PWRFLTR-E524ZNT	ESP Power Filter; 208-20 AMPS	\$275	NA	6.15%
PD-2	Power Doctor	\$399	NA	12.28%
PM-20-208	Power Manager 20Amp-208/240Volt	\$699	NA	57.68%
<b>CONNECTIVITY OPTIONS</b>				
404378	Printer/Scanner Unit - GM-2240	\$3,465	NA	18.77%
414204	Gigabit Ethernet Type B	\$462	NA	15.89%
404200	PostScript3 Unit Type 1357	\$1,995	NA	28.12%
404263	EFI Printer Controller EB1357	\$11,288	NA	23.98%
<b>DIGITAL - COLOR</b>				
e-STUDIO5540C	55PPM COLOR 55PPM BK 4-Drawer	\$27,656	NA	55.88%
e-STUDIO5540CT	55PPM COLOR 55PPM BK Tandem LCF	\$27,656	NA	55.88%
e-STUDIO6540C	65PPM COLOR 65PPM BK 4-Drawer	\$33,956	NA	57.40%
e-STUDIO6540CT	65PPM COLOR 65PPM BK Tandem LCF	\$33,956	NA	57.40%
e-STUDIO6550C	65PPM COLOR 75PPM BK 4-Drawer	\$36,056	NA	57.77%
e-STUDIO6550CT	65PPM COLOR 75PPM BK Tandem LCF	\$36,056	NA	57.77%
KA6550	Side Exit Tray	\$58	NA	12.50%
MP2501	2500 Sheet Large Capacity Feeder	\$1,783	NA	38.68%

MJ1103	50 Sheet Stapling Finisher	\$3,201	NA	43.88%
MJ1104	Saddle Stitch Finisher	\$4,897	NA	43.74%
MJ6102	Hole Punch Unit for MJ1103 & MJ1104	\$811	NA	59.06%
KN1103	Finisher Rail	\$84	NA	63.75%
PWRFLTR-XGPCS20D	Next Gen PCS Power Filter, 120V-20 AMPS	\$1,173	NA	81.09%
PD-2	Power Doctor	\$399	NA	12.28%
PM-20	Power Manager 20Amp	\$289	NA	17.72%
<b>CONNECTIVITY OPTIONS</b>				
GA1310EX	EFI Fiery Controller for e-STUDIO6530c Series	\$7,560	NA	4.48%
GC1230	512MB Module Memory Module	\$415	NA	7.47%
3000003475	EFI Color Profiler Suite V3.0 with ES-1000	\$3,360	NA	9.43%
45060178	ES-1000, Spectrophotometer UV cut	\$1,364	NA	3.23%
45062251	EFI Secure Erase Dongle for GA1211/GA1310	\$866	NA	2.26%
45081528	EFI Spot-on for GA1211/GA1310	\$866	NA	2.26%
45062253	EFI Auto Trap Dongle for GA1211/GA1310	\$866	NA	2.26%
45062252	Hot Folders for GA1211/GA1310	\$866	NA	2.26%
45086307	EFI Sequence Impose for GA1211EX/GA1310EX	\$2,625	NA	1.13%
45051480	EFI Desktop Pro	\$576	NA	9.58%
GN1060	Wireless 80211G	\$629	NA	17.47%
GN2010	Bluetooth MOD (Requires GN3010)	\$341	NA	21.33%
GN3010	Antenna	\$147	NA	2.35%
GB1280T	Re-Rite Software	\$2,830	NA	65.21%
RRSSC-1	Certificate, Support for Re-Rite (1 Year)	N/A	NA	
GS1010	Metascan Enabler	\$524	NA	11.73%
GB1410	e-Bridge Job Separator Utility	\$524	NA	35.00%
GB1420	e-Bridge Job build (Requires PS3 Driver)	\$524	NA	35.00%
GB1440	OP Connector for Microsoft SharePoint	\$495	NA	66.31%
GB1450	OP Connector for Microsoft Exchange	\$495	NA	66.31%
GB1540	OPC Connector - Google Docs	\$140	NA	0.00%
GP1080	IPSEC Enabler	\$799	NA	5.14%
GQ1200	Coin Controller Wiring Harness	\$83	NA	3.92%
ART11236	SmartCard Reader, HID iClass	\$495	NA	4.52%
ART11230	SmartCard Reader, HID Prox	\$495	NA	5.38%
ART12161	SmartCard Reader, Inditag	\$495	NA	2.02%
ART11248	SmartCard Reader, LEGIC	\$495	NA	2.02%
ART12443	SmartCard Reader, Multi ISO/Mifare	\$495	NA	5.38%
ART11242	SmartCard Reader, Multi125	\$495	NA	14.76%
<b>FAX OPTONS</b>				
GD1270NXF	Fax Board (110 Volts)	\$1,076	NA	42.75%
GD1260F	2ND Line Fax	\$651	NA	31.18%

<b>FIXED SPREAD</b>		<b>9/28/2012</b>		
<b>RATE (In decimal</b>		<b>SWAP</b>	<b>Payment Factor</b>	
<b>form)</b>				
<b>0.0288</b>	<b>36 Month Rate</b>	0.44%	<b>0.02914</b>	<b>Monthly-Advance</b>
<b>0.0273</b>	<b>48 Month Rate</b>	0.56%	<b>0.0222</b>	<b>Monthly-Advance</b>
<b>0.0259</b>	<b>60 Month Rate</b>	0.75%	<b>0.01807</b>	<b>Monthly-Advance</b>
<b>0.0244</b>	<b>72 Month Rate</b>	0.96%	<b>0.01533</b>	<b>Monthly-Advance</b>
<b>0.0228</b>	<b>84 Month Rate</b>	1.17%	<b>0.01338</b>	<b>Monthly-Advance</b>

Fixed spread rate is based on the 9/28/2012 swap rate.  
Payment factor with monthly advance is also shown

## Exhibit C-2 (Inkjets & All In One Inkjets)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Publicly Available site showing list price
20	100(CB863A)	123.00	24.00%	93.48	h18000.www1.hp.com/showroom/ipl.html
21	520(CZ045A)	246.00	24.00%	186.96	h18000.www1.hp.com/showroom/ipl.html
22	520(CZ045A)	246.00	24.00%	186.96	h18000.www1.hp.com/showroom/ipl.html
23	520(CZ045A)	246.00	24.00%	186.96	h18000.www1.hp.com/showroom/ipl.html

Segment	Minimum Copies Per Minute (B/W & Color)	Minimum Paper sources (excluding bypass)	Minimum Paper capacity	Energy Star Compliant	Minimum Warranty (Next business day exchange)	Scanning Bit	Memory Card Support	Scan Resolution	Sheet Feeder	Fax Ready	Network Ready	Wireless 802.11b/g
20	0 - 20 B/W, 0 - 16 Color	1	50	Yes	90 Days	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21	0 - 20 B/W, 0 - 20 Color	1	50	Yes	One Year	48-Bit	Yes	Up to 1200 DPI	N/A	N/A	N/A	N/A
22	21 - 25 B/W, 0 - 20 Color 26 - 30 B/W, 21 - 30 Color	1	100	Yes	One Year	48-Bit	Yes	Up to 1200 DPI	15 Sheet	Yes	N/A	N/A
23	Color	1	150	Yes	One Year	48-Bit	Yes	Up to 1200 DPI	15 Sheet	Yes	Yes	Yes

**Accessories for Segment 20**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
 21% off List

**Accessories for Segment 22**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
 21% off List

**Accessories for Segment 21**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
 21% off List

**Accessories for Segment 23**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
 21% off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 BW Lasers

Manufacturer

**HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Maintenance per Year (Does not include Toner)	True Purchase Price for 3 Years	Publicly Available site showing list price
24	401N(CZ195)	382.00	25.00%	286.50	15.75	333.75	<a href="http://h18000.www1.hp.com/showroom/ipl.html">h18000.www1.hp.com/showroom/ipl.html</a>
25	401N(CZ195)	382.00	25.00%	286.50	15.75	333.75	<a href="http://h18000.www1.hp.com/showroom/ipl.html">h18000.www1.hp.com/showroom/ipl.html</a>
26	D15DN(CE52)	957.00	30.00%	669.90	42.40	797.10	<a href="http://h18000.www1.hp.com/showroom/ipl.html">h18000.www1.hp.com/showroom/ipl.html</a>

Segment	Minimum Copies Per Minute	Minimum Paper sources (excluding bypass)	Minimum Paper capacity (excluding bypass)	Minimum Memory	Energy Star Compliant	Minimum Warranty (Next business day exchange)	Connectivity Type
24	0 - 15	1	100	8 MB	Yes	One Year	USB
25	16 - 25	1	150	16 MB	Yes	One Year	USB
26	26 - 40	1	200	32 MB	Yes	One Year	USB

**Accessories for Segment 24**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

**Accessories for Segment 25**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

**Accessories for Segment 26**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 (Color Lasers)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Maintenance per Year (Does not include Toner)	True Purchase Price for 3 Years	Publicly Available site showing list price
27	51NW(CE95	573.00	25.00%	429.75	24.00	501.75	h18000.www1.hp.com/showroom/ipl.html
28	51NW(CE95	573.00	25.00%	429.75	24.00	501.75	h18000.www1.hp.com/showroom/ipl.html
29	51N(CF08	885.40	29.00%	628.63	61.05	811.78	h18000.www1.hp.com/showroom/ipl.html

Segment	Minimum Copies Per Minute	Minimum Paper sources (excluding bypass)	Minimum Paper capacity (excluding bypass)	Minimum Memory	Energy Star Compliant	Minimum Warranty (Next business day exchange)	Connectivity Type
27	0 - 15	1	100	8 MB	Yes	One Year	USB
28	16 - 25	1	150	16 MB	Yes	One Year	USB
29	26 - 40	1	200	32 MB	Yes	One Year	USB

**Accessories for Segment 27**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

**Accessories for Segment 28**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

**Accessories for Segment 29**  
 Vendor is provide a percentage off list (list must be publicly available)  
 Vendors proposed price must be 10% or more  
22 % off List

\*\*\*\*\*Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.  
 \*\*\*\*VITA will allow ink/toner to be purchased only at the time of the sale of the device.

## Exhibit C-2 (Mobile)

Manufacturer **HP**

Segment	Evaluation Model	List Price	Percentage Off List Price	Maintenance per Year (Does not include Toner)	Purchase Price	Publicly Available site showing list price
48	10A(CN55)	341.00	27.00%	21.34	270.27	h18000.www1.hp.com/showroom

Segment	Minimum Copies Per Minute	Minimum Paper source	Minimum Paper capacity (excluding bypass)	Minimum Warranty (Next business day exchange)	Connectivity Type
48	0 - 20	1	50	One Year	USB

### Accessories for Segment 48

Vendor is provide a percentage off list (list must be publicly available)

Vendors proposed price must be 20% or more

**22**% off List

**\*\*Suppliers are encouraged to add additional service options such as installation, training, etc. VITA however reserves the right to eliminate any additional service options that don't fit the purpose of this RFP**

Item Description	Rate	Add additional "Surrender Hard Drive Cost" as needed
Surrender Hard Drive Cost (Cost includes hard drive costs)		
HP Model T790 3 Year NBD/DMR Care Pack No. HZ193E	\$775.20	\$85 /Hour
HP Model Z3200PS 3 Year NBD/DMR Care Pack No. HY992E	\$1,783.20	\$85 /Hour
HP Model Z6200 3 Year NBD/DMR Care Pack No. UX891E	\$2,439.20	\$85 /Hour
HP Model X3200 3 Year NBD/DMR Care Pack No. UK505E	\$1,119.20	\$85 /Hour
HP Model T2300 3 Year NBD/DMR Care Pack No. HY928E	\$2,583.20	\$85 /Hour
HP Model T1200 3 Year NBD/DMR Care Pack No. HY912E	\$5,239.20	\$85 /Hour

HP's hard drive retention program is built into its HP Care Pack program. At the time of the initial transaction or purchase, customers wanting to retain the hard drives at the end of the life of the equipment should purchase the HP Care Pack with the drive retention program built in. At this time, this drive retention program does not cost any more than the standard Care Pack without the drive retention program built in. The HP Care Pack with the built in drive retention program must be purchased at the time of the initial transaction. By doing so, the hardware cost to retain the hard drive will be "ZERO". The 3 year HP Care Pack part numbers with built in drive retention for the printer proposed are shown. Note that not all wide format printers proposed have hard drives. The rates noted in the "Rate" column are for the 3 year HP Care Pack with drive retention included. The HP Care Pack numbers are also shown. Please note that Daly will register the HP Care Packs that have been purchased from Daly. Additional volume discounts are available.

Standard HP 3 Year NBD Care Pack Services	Cost
HP Model: M401 - 3 year NBD Care Pack Pat No: U5Z48E	\$47.20
HP Model: P3015 3 year NBD Care Pack Part No. UP871E	\$127.20
HP Model M451 3 Year NBD Care Pack Part No. U1H88E	\$71.20
HP Model 100 3 Year NBD Care Pack Part No. UQ212E	\$64.00
HP Model M551 3 Year NBD Care Pack Part No. HZ626E	\$183.20
HP Model T520 3 Year NBD Care Pack Part No. U6T83E	\$519.20

Trade-In and Buy Back Pricing	Rate
Equipment that is 3 years old and in working condition	4 - 8% of initial purchase price
The final price will depend on the condition of the equipment and the volume of the equipment.	

Equipment Disposal and Drive Shredding Services	Rate
Daly can customize equipment disposal services that include proper recycling and security wiping the hard drives.	TBD
Hard drive shredding	TBD

Daly Technical Services	Rate
Daly Basic Printer Installation Services	\$75 / Hour
Daly DesignJet Installation Services	\$95 / Hour
Daly Asset Tagging Services (At Daly Facility)	\$4 per printer
Daly Inventory Assessment Services	\$95 / Hour
Daly Consulting Services	\$125 / Hour
Daly Sysetm Architect and Design Services	\$125 / Hour
Daly MPS Assessment and Design Services	\$125 / Hour
Daly End User Training Services	\$95 / Hour
Daly Administrator Training Services	\$125 / Hour
Daly Off Site Class Room Training	TBD
Daly Preventive Maintenance Services	\$95 / Hour
Remedial Maintenance Services	\$85 / Hour
Emergency Onsite Technical Services	\$95 / Hour
Emergency Onsite Engineering Services	\$125 / Hour
Documentation and technology white paper	\$100 / Hour
Security Assessment Services	\$125 / Hour

Additional discounts based on volume and project scope are available.

# MPS Optional Pricing

MANUFACTURER **HP**

Segment	Evaluation Model	Cost Per Page	Cost Per Click on Color Copies
7	M425 (CF286A)	0.02261	N/A
7a	M425 (CF286A)	0.02176	N/A
8	M525F (CF117A)	0.01689	N/A
8a	M525F (CF117A)	0.01626	N/A
9	M4555H (CE738A)	0.01383	N/A
9a	M4555H (CE738A)	0.01331	N/A
10	M4555FSKM (CE504A)	0.01383	N/A
10a	M4555FSKM (CE504A)	0.01331	N/A
10b	M4555FSKM (CE504A)	0.01331	N/A
11	CM4540F (CC420A)	0.01782	0.07155
11a	CM4540F (CC420A)	0.01715	0.06886
11b	CM4540F (CC420A)	0.01715	0.06886
12	M4555FSKM (CE504A)	0.01383	N/A
12a	M4555FSKM (CE504A)	0.01331	N/A
12b	M4555FSKM (CE504A)	0.01331	N/A
13	CM6040F (Q3939A)	0.01569	0.09922
13a	CM6040F (Q3939A)	0.01510	0.09549

13b	CM6040F (Q3939A)	0.01510	0.09549
14	M9050 (CC395A)	0.01277	N/A
14a	M9050 (CC395A)	0.01229	N/A
14b	M9050 (CC395A)	0.01229	N/A

1. Cost per page (CPP) shown is based on a 3 year MPS agreement.
2. MPS services include remote monitoring and proactive shipment of toner and maintenance kits to the customer free of charge.
3. MPS services include setting threshold limits for toners and maintenance kits so they can be proactively sent out.
4. Device monthly print output should be within the manufacturer recommended limit.
5. A device collection agent (DCA) will need to be installed on the customer's network to monitor the devices under the MPS agreement.  
The devices being monitored should be network connected.
6. MPS services include Daly remote monitoring / receiving alerts on the health of the MFD devices.
7. MPS services include providing a variety of usage and utilization reports. Sample reports are shown in the technical proposal exhibits.
8. MPS services include onsite service with preventative maintenance check for the specific printer that is being serviced.
9. Customer abuses, vandalism, misuse, Acts of God, i.e. electrical storm, fire, water damage, power damage, etc. are not covered under the agreement.  
Customers will be charged the cost to replace the device and or \$85 per hour to repair the device.
10. Cost per page is based on average page toner coverage of 5% for mono and 20% for color.
11. Definition of a monochrome is one page of hard copy generated by printing, faxing, copying, or otherwise utilizing the contracted hardware that in generating the page uses black toner only.
12. A color print is one page of hard copy generated by printing, copying, faxing, or otherwise utilizing the contracted hardware device that in generating the page uses any amount of toner that is not black, even if it uses black toner.
13. Additional volume discounts may be available based on knowing the exact print volume and the volume of the equipment.
14. All supplies used are genuine OEM products.
13. All supplies (toners and maintenance kits) used are genuine OEM products.

## EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Ryan Yu

Printed Name:

RYAN YU

Organization:

Daly Computers

Date:

3/29/2013

# EXHIBIT H

## Daly Computers

### CATEGORIES WON

MFD Toshiba	Segments 15 – 18
MFD HP	Segments 7a – 14b
Inkjets/All-in-one HP	Segments 20 – 23
BW Lasers HP	Segments 24- 26
Color Lasers HP	Segments 27 – 29
Desktop Wide HP	
Large Format Technical HP	
Large Format Graphics Art HP	
Large Format Photo Quality HP	
Color Wide Format MFP Low End HP	
Color Wide Format MFP Mid Ink HP	
Color Wide Format MFP High Ink HP	
Mobile Ink HP	
High Speed Production Toshiba	
Managed Print Services	