



*This addendum is added to and is to be considered part of the subject contract.*

**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC.  
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Standley Systems, LLC ("Standley") in connection with Statewide Contract No. 1013 ("Solicitation") and is effective June 24<sup>th</sup>, 2020, ("Effective Date").

**Recitals**

Whereas, the State issued a Solicitation for proposals to provide Document Lifecycle Management solutions, as more particularly described in the Solicitation;

Whereas, Standley submitted a proposal which contained various other Contract Documents; and

Whereas, the State and Standley have negotiated the final terms under which Standley will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

**1. Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Standley as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

**2. Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. Attachment A is the State's Hosting Agreement;
- ii. Attachment B is the Equipment Rental Agreement;
- iii. Attachment C is Standley's Document Imaging and Conversion Services Statement of Work;

- iv. Attachment D is Standley's Electronic Content Management and Value Added Projects Statement of Work;
  - v. Attachment E is Standley's Managed Print Services Statement of Work;
  - vi. Attachment F is Standley's State of Oklahoma Quote Form for MFD, Production Print, and Wide Format Services.
- 2.2. Contract Documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.
- 2.3. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.
3. **Business Associate Agreement.** If any order off this Contract will require a Business Associate Agreement to safeguard Protected Health Information, then Standley and the ordering entity will work in good faith to negotiate and execute such agreement.
4. **Subcontractors of Standley.** Standley shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and these subcontractors. All payments for products shall be made directly to Standley.
5. **No Exceptions.** Standley affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any Customer to execute additional documents not listed above in connection with this Contract.

**State of Oklahoma**

By: DJerryMoore

Name: D. Jerry Moore

Title: Chief Information Officer

Date: 6/23/2020

**Standley Systems, LLC**

By: 

Name: Greg Elliott

Title: COO - owner

Date: June 19 2020



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**Attachment A to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The Hosting Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. This Hosting Agreement is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

**HOSTING AGREEMENT**

This Hosting Agreement ("Hosting Agreement") is a Contract Document in connection with the Contract issued as a result of Solicitation No. (the "Contract") and entered into between Standley Systems, LLC ("Vendor") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State" or "Customer"), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

**I. Definitions**

- a. "Customer Data" shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. "Data Breach" shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. "Non-Public Data" shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. "Personal Data" shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2)



contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

- e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

## **II. Customer Data**

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

## **III. Data Security**

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and



unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

#### **IV. Security Assessment**

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

**V. Security Incident Notification and Responsibilities:** Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

**VI. Data Breach Notification and Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

**VII. Notice:** Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

And

Chief Information Security Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105



And

OMES Information Services General Counsel  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk

405-521-2444

[helpdesk@omes.ok.gov](mailto:helpdesk@omes.ok.gov)

Attn: Chief Information Security Officer

**VIII. Vendor Representations and Warranties:** Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

**IX. Indemnity**

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and

actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

**X. Termination and Suspension of Service:**

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
  - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - ii. 30 days after the effective date of termination, if the termination is for convenience
  - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.



Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Lease Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this Lease Agreement or a document substantially similar in form. This Lease Agreement is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").



**Equipment Rental Agreement**

APPLICATION NO.

CONTRACT NO.

The words "you" and "your" refer to the customer. The words "Owner," "we," "us" and "our" refer to Standley Systems LLC.

**CUSTOMER INFORMATION**

FULL LEGAL NAME:

BILLING ADDRESS:

FEDERAL TAX I.D. #:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

NAME OF PRINCIPAL:

PERCENTAGE OWNERSHIP OF BUSINESS

%

**EQUIPMENT DESCRIPTION AND PAYMENT TERMS**

☐ SEE ATTACHED SCHEDULE

QUANTITY	MAKE, MODEL NUMBER, ACCESSORIES AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			MONO	COLOR	MONO	COLOR
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)						

METER OVERAGE FREQUENCY\*\*: ☐ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☐ ANNUALLY

\*\*IF NONE OF THE BOXES HAVE BEEN CHECKED, FREQUENCY SHALL DEFAULT TO "MONTHLY"

LEASE TERM IN MONTHS: \_\_\_\_\_ MONTHLY BASE PAYMENT AMOUNT\*: \$ \_\_\_\_\_  
(\*PLUS TAX)

**CONTRACT**

*The Customer understands and agrees that execution of this Agreement obligates the Customer to a multiple year lease obligation, subject to the non-appropriation clause of the state contract.*

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	X	
DATED	CUSTOMER	SIGNATURE
		TITLE

**OWNER ACCEPTANCE**

Standley Systems LLC	X	
DATED	OWNER	SIGNATURE
		TITLE



**Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The Lease Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this Lease Agreement or a document substantially similar in form. This Lease Agreement is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under the Image Allowances each period during the term of this Agreement. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to allow us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, you will provide us by telephone, email or facsimile with the actual meter readings when we so request. If we request you to provide us with meter readings and you fail to do so within seven business days of our request, then we may estimate the number of images made and invoice you accordingly. If three consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge of \$25.00 per device will be assessed to you. No retroactive adjustments will be made to the estimated meter readings. You agree that the Base Payment Amount and the Excess Image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. s.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** If we secure insurance on the Equipment, we will name you as an additional insured. party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance.. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all applicable taxes and fees relating to the Equipment and this Agreement.

**END OF TERM.** At the end of the term of this Agreement (the "End Date"), you will timely return the Equipment, to the location mutually agreed upon by the parties.. If, through no fault of our own, the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for reasonable repair costs not due to normal wear and tear. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. **DEFAULT/REMEDIES.** If a payment becomes 45 days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) by notice to Customer and to the extent permitted by law, all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disble or repossess the Equipment and use all other legal remedies available to us. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. With notice, you authorize us to either insert or correct the Agreement number, serial numbers, model numbers. All other modifications to the Agreement must be in writing signed by each party.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement and to the best of your knowledge: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location mutually agreed upon), provided that at least fifteen (15) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

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**Attachment C to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The **Statement of Work ("SOW")** is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this **SOW** or a document substantially similar in the form of this **SOW**.



## **Document Imaging and Conversion Services**

### **Sample Project SOW Agreement**

#### **Project Requirements & Assumptions**

**Introduction** Standley Systems, LLC. ("Standleys") has prepared the following Statement of Work ("SOW") to detail conversion services for Sample Agency ("Client"). This SOW is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

Standley has outlined the Project scope and costs for this Project Based engagement. The service costs outlined in this document are based on Standley's experience and preliminary information received from Client. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

The pricing contained herein is valid for thirty (30) days from the date of this Statement of Work.

**Project Summary** During the course of this conversion engagement, Standley will convert a total of 3 document/file population(s) to electronic format.

**Population #1: Population Name: [Description of Department File Category]**

- Estimated number of pages in the file shelves: TBD
  - Estimated pages up to 11"x17" in dimension per linear ft of shelving: TBD
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: TBD
  - Percent of duplex pages: xx%
  - Percent of B&W originals: xx%
  - Percent of color originals: xx%
  - Total anticipated image count: TBD
  - Number of files: TBD
  - Barriers per box: **Select Barriers**
- Data file will be provided by the Client containing all index values: **<Select Y/N>**

**Population #2: Population Name: [Description of Department File Category]**

- Estimated number of pages in the file shelves: TBD
  - Estimated pages up to 11"x17" in dimension per container: TBD
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: TBD
  - Percent of duplex pages: xx%
  - Percent of B&W originals: xx%



- Percent of color originals: xx%
- Total anticipated image count: TBD
- Number of files: TBD
- Barriers per box: **Select Barriers**
- Data file will be provided by the Client containing all index values: **<Select Y/N>**

**Population #3: Population Name: [Description of Department File Category]**

- Estimated number of pages in the file shelves: TBD
  - Estimated pages up to 11"x17" in dimension per container: TBD
  - Estimated pages >11"x17" up to 36"x48" in dimension per container: TBD
  - Percent of duplex pages: xx%
  - Percent of B&W originals: xx%
  - Percent of color originals: xx%
  - Total anticipated image count: TBD
  - Number of files: TBD
  - Barriers per box: **Select Barriers**
- Data file will be provided by the Client containing all index values: **<Select Y/N>**

## Imaging Specifications & Assumptions

**Processing Locations** Processing will occur in no other locations than those listed below, without Client approval.

Imaging of source media will be performed at Standley Systems.

Index capture from images will be performed at Standley Systems

Final conversion processing of images and index data will be performed at Standley Systems.

**Imaging Grade**

Document preparation is defined as Light Prep.  
Image quality checking is defined as Statistical/Sample QC.  
Document reassembly is defined as Light Reassembly.

Imaging grade levels are further defined in the Imaging Grade Addendum.

**Image Capture Specifications**

Originals will be scanned at a resolution of 300 dots per inch (dpi).

Pages will be captured as multipage images per file.

Standley will capture black & white originals as bi-tonal (b&w) images.

Standley will capture color originals, including charts, graphs, photographs, and highlighting as color images.

**Logical Document Determination (LDD)**

Physical boundaries (e.g., staples, paperclips, rubber bands, binders, folders, etc.) accurately reflect the logical boundaries of the files and documents being processed, therefore LDD will not be performed.

## Document Indexing Requirements & Assumptions

**Index Process Specifications**

**Population #1: [Description of Department File Category]**

Standley will capture of the following File Level index fields.

**1. FIELD 01**

- a. Field Name: TBD
- b. Field Size: **<Select Character Count>**
- c. Field Type: **<Select Field Format>**

- d. Field Format: <Select Source Disposition>
- e. Value is located ...TBD

**2. FIELD 02**

- a. Field Name: TBD
- b. Field Size: <Select Character Count>
- c. Field Type: <Select Field Format>
- d. Field Format: <Select Source Disposition>
- e. Value is located ...TBD

**3. FIELD 03**

- a. Field Name: TBD
- b. Field Size: <Select Character Count>
- c. Field Type: <Select Field Format>
- d. Field Format: <Select Source Disposition>
- e. Value is located ...TBD

**Population #2: [Description of Department File Category]**

Standley will capture of the following File Level index fields.

**1. FIELD 01**

- a. Field Name: TBD
- b. Field Size:
- c. Field Type:
- d. Field Format:
- e. Value is located ...TBD

**2. FIELD 02**

- a. Field Name: TBD
- b. Field Size:
- c. Field Type:
- d. Field Format:
- e. Value is located ...TBD

**3. FIELD 03**

- a. Field Name: TBD
- b. Field Size:
- c. Field Type:
- d. Field Format:
- e. Value is located ...TBD

**Population #3: [Description of Department File Category]**

Standley will capture of the following File Level index fields.

**1. FIELD 01**

- a. Field Name: TBD
- b. Field Size:
- c. Field Type:
- d. Field Format:
- e. Value is located ...TBD

**2. FIELD 02**

- a. Field Name: TBD
- b. Field Size:
- c. Field Type:
- d. Field Format:
- e. Value is located ...TBD

**3. FIELD 03**

- a. Field Name: Check Date
- b. Field Size:
- c. Field Type:

- d. Field Format:
- f. Value is located ...TBD

Standley will capture File Types (File Types) using the following list:

1. Acronym = [Description of Department File Category]
2. Acronym = [Description of Department File Category]
3. Acronym = [Description of Department File Category]



## **Data & Image File Format Specifications**

### **Data & Image File Formats**

Converted image and index data files will be delivered in a batch\folder directory structure.

Captured Index field data may also be used within the naming conventions for the delivery folder and image files.

Images will be delivered as multi-page PDF images.

Index data will be delivered in a comma separated value (CSV) format.

Data and images will be formatted for loading into (system identified by agency)

### **Optical Character Recognition (OCR) Processing**

OCR will be performed on all images of all populations.

## **Deliverable Media**

### **Delivery Media**

Image and index data will be delivered via secured download site.

## **Project Schedule**

### **Production Timelines**

Production has been estimated at XX days/months to be started on or around (Month Day, 20xx).

## **Inventory Control**

### **Receipt of Media**

Client will provide boxes.  
Standley Systems will prepare and box documents for shipment.  
Standley will schedule monthly pick-ups from Client or Client-designated facility located at:

Agency Name  
Agency Address.  
City, OK 7xxxx

Site Contact Name:  
Phone Number:  
Email Address:

The site is approximately xx miles (one-way) from the designated production facility.

Client anticipates releasing all originals or other media to Standley on or before xx/xx/20xx.

Standley will box and move documents from shelves and/or file cabinets and move to the scanning location. If any downtime is experienced by client not supplying work, Standley will charge hourly rate for this downtime as noted in the price table OR Client will deliver documents to be scanned to the scanning location. If any downtime is experienced by client not supplying work. Standley will charge hourly rate for this downtime as noted in the price table

### **Rapid Response Service (File Access Requests)**

Standley will provide file Rapid Response Service for the duration of this project. Standley cannot provide this service for files in transit. Rapid Response requests will be initiated via email to the Standley Project Manager. Requests will contain agreed upon identifiable information (barcode number, file name, box number, or other information needed for direct physical file retrieval. The requested file will be retrieved, scanned, and delivered via secure download site, to the site set up by Standley at project start. Files will be delivered as PDF images within 4 hours of request receipt per the SLA. Business hours are defined as Monday through Friday (excluding holidays) from 8:00 AM - 5:00 PM local time of the location of the physical files.

**Original Document Disposition** Original paper/media will be shredded by Standley within sixty (60) days after associated image delivery is complete and Standley has written Client authorization to proceed with document destruction. If written authorization is not received within 60 days, original media will be returned to Client.

**Data & Image Retention** After thirty (30) days from delivery of data and images, Standley is not responsible for maintaining archival images or data information in connection with the delivery.

**Box Labels** Standley may affix tracking/control labels and/or asset tags to boxes.

## **Change Order Process**

During the course of the Project, new or unforeseen requests or requirements may be presented, or changes may be requested to the Project or its scope. These additional tasks, functions or deliverables have not been provided under the scope of this Project. If Client requires or requests additions or changes with any of the above items, Standley can provide service or assistance; however, the costs for additional tasks or deliverables have not been included in the current estimates and will be in addition to the initial pricing. The following list provides a detailed process to follow if changes to components within or outside the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

## Unit Pricing Table

Based on signed Budgetary Quote attached

This is a fee for service engagement and the foregoing Estimated Total is not a fixed cost, it is merely an estimate of the cost. Standley will invoice based on the actual number of units processed multiplied by the unit cost as referenced in the above table.

## Pricing & Payment Terms

Pricing is valid for thirty (30) days from the date of proposal. Each project is priced based on Standley's understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to commencement of billable work.

1. Standley's services are offered based on the assumptions as defined herein. If the collection characteristics are substantially different from these assumptions, Standley reserves the right to re-price the services.
2. Delivery schedules are based on assumptions defined herein and substantial change in these assumptions may require delivery schedule changes.
3. Failure to provide Standley with a regular and consistent flow of materials as set forth and agreed to in this Statement of Work may result in an increase in pricing and/or schedule delays.
4. Processing will be performed in accordance with the instructions set forth in this document.
5. Pricing is offered as a comprehensive package of services. Standley reserves the right to re-price services if the Client decides not to have Standley perform certain services that have been quoted.
6. Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.
7. Invoicing will be issued throughout the duration of the project. Invoicing will include all billable work processed up to the date of the invoice, even if that work-product has not yet been delivered to Client. Delivery of service shall be verified before invoice is paid.
8. Payment for Standley services will be made to Standley and are due within sixty (60) days from date of invoice.
9. Client has thirty (30) days from receipt of a delivery to identify image file formatting issues. After this period and to the extent a file formatting issue is a result of Client's act or omission, a service charge, from the rate sheet for data indexing, may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.



## Terms and Conditions – Document Imaging and Conversion

The performance of the services described in this Statement of Work (“SOW”) by Standley Systems, LLC. (“Standleys”) for. (“Client”) is subject to and shall be governed by SW1013.

**1. Services.** From time to time, Client may engage Standley to perform any of the services (the “Services”) described in this SOW. Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Standley shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in a signed writing. Standley shall provide the Services at the Client location set forth herein or on a remote basis. In consideration of the Services set forth in this SOW, Client shall pay Standley the fees in the amounts and at the rates set forth herein.

**2. Service Warranties.** Standley warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Client’s exclusive remedy shall be for Standley to re-perform any Services not in compliance with this warranty and brought to Standley’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

**3. Termination of Services for Cause.** Upon thirty (30) days’ prior written notice of any material breach and the receiving party’s failure to cure such material breach within 30 days’ written notice, the non-defaulting party may terminate some or all of this SOW. In the event any Services procured hereunder or this SOW, Standley shall reimburse Client for any prepaid fees related to Services not rendered prior to termination. Upon termination of this SOW by Client, Client shall be responsible for payment for all Services completed by Standley and accepted by Client through the effective date of termination.

**4. Confidentiality.** INTENTIONALLY OMITTED.

**5. Indemnification.** INTENTIONALLY OMITTED.

**6. Limitations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, STANDLEY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. STANDLEY ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Standley shall be excused from any delay or failure in performance of the Services under this SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF STANDLEY TO CLIENT, FOR ONE OR MORE CLAIMS ARISING FROM OR

RELATING TO THIS SOW, SHALL NOT EXCEED, IN THE AGGREGATE, THE ACTUAL AMOUNT PAID TO STANDLEY IN RELATION TO THE SOW UNDER WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything to the contrary in the Contract, the foregoing provisions of the Section shall not apply to or limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by Standley; the indemnification obligations set forth in this Contract; Standley’s confidentiality obligations set forth in this Contract; data security and breach notification obligations set forth in the Contract; the bad faith, gross negligence or intentional misconduct of Standley or its employees agents and subcontractors; or other acts for which applicable law does not allow exemption from liability.

**7. Assignment.** INTENTIONALLY OMITTED

**8. Force Majeure.** Standley may, without liability, delay performance or cancel this SOW or any Services hereunder on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, public health emergency, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.

**9. Default.** INTENTIONALLY OMITTED.

**10. Intellectual Property.** Intellectual property rights arising from the Services (but not the data, materials or content provided by Client) shall remain the property of Standley, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Standley of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Standley outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Client shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

**11. Export Law; EU Data Directive.**

**11.1** Notwithstanding any other provision of this SOW, Client shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, “Export Laws”) and for obtaining any applicable authorization or license under the Export Laws. Client represents and warrants to Standley that it to the best of its knowledge, its employees and agents shall not provide Standley with any document, technology,

software or item for which any authorization or license is required under any Export Law.

**12. Non-Solicitation.** INTENTIONALLY OMITTED

**13. Governing Law.** INTENTIONALLY OMITTED

**14. Miscellaneous.** Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this SOW or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this SOW shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this SOW. If any provision of this SOW is held to be invalid or unenforceable, this SOW shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Except as otherwise set forth in SW1013, all notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid.

## Authorization to Commence Work

Client hereby authorizes Standley to proceed with services described and specified in the foregoing Statement of Work for Standley Services, and agrees to the terms and conditions as specified herein.

### STANDLEY SYSTEMS, LLC. INTERNAL REVIEW

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Document Support Manager

Date: \_\_\_\_\_

State Agency		
Signature of Representative	Title	Date

Standley Systems		
Signature of Representative	Title	Date

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**Attachment D to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The **Statement of Work ("SOW")** is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this **SOW** or a document substantially similar in the form of this **SOW**.

## **Electronic Content Management Sample Project SOW Agreement**

### **Executive Overview**

Within the Scope of Work, you will be provided detailed information on the scope of your project including assumptions, engagement tasks and a project plan. We encourage you to review this document carefully to ensure the successful delivery of your project. This SOW is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

The Statement of work is based upon the implementation of items included in the solutions quote provided by the Project Lead.

### **Project Contacts**

Name	Role	Tele#	Email
State Agency :			Estimated Project Days:
Standley Systems			

## Client Responsibilities

The following list summarizes expectations and requirements being placed on Client for the project. Our ability to deploy your project in accordance with this statement of work is predicated on Client's understanding of this scope and the ability to complete all pre-engagement tasks as outlined in this document.

- Client is responsible for providing the proper network infrastructure to support the proposed systems, which ensures no system conflicts, proper security levels and performance.
- Client is responsible for backing up their own data and documents prior to the start of this engagement. Standley Systems is not responsible for any loss of data resulting from failure to take these precautions.
- On-site server software installations, require access to an SQL instance. For Clients with an existing SQL instance, Content Management Software will need access to the server for creation of required databases. If Content Management Software will not have access to the SQL instance, databases need to be configured prior to the engagement and a SQL user with DB Ownership on the databases is required.
- If outbound email notifications will be used, an SMTP mail gateway must be setup prior to the engagement. User/ Password/ Address details should be conveyed prior to the engagement. A SMTP gateway supporting non-SSL traffic is required for notifications.
- If capture of documents via email will be used, Client is responsible for providing an email account supporting IMAP or POP3.
- Client is responsible for all configuration related to exposing internal resources to the public Internet. (if necessary)
- It is the Client's responsibility to resource and meet agreed project dates such as design, sign-off and UAT to ensure timely delivery.
- Client is responsible for providing samples of all documents the OCR module is expected to process for template creation. (if applicable)

## Engagement Tasks

The following baseline tasks have been developed in preparation for your Content Management Software Installation for storage/ scanning of documents.

- Setup Content Management Software on one (1) server (on-site or cloud based)
  - Content Management Software will be installed on a single Windows based server.
  - Client is responsible for basic setup and configuration of server infrastructure prior to Content Management Software engagement.
  - Create required SQL database(s)
  - If Client wishes to leverage email notifications, Client will need an SMTP mail gateway available and configured. Content Management Software will not setup or configure the gateway
  - User/ Password/ Address details should be conveyed prior to the engagement. A SMTP gateway supporting non-SSL traffic is required for notifications.
- Setup Basic Scan/Index/Search Package
  - Setup of 1 Application, (i.e. Accounts Payable, Human Resources, Patient Records, etc.)
  - Creation of Index fields specified in design call.
  - Creation of specified Archives/Folders for storage of documents.
  - Creation of specified Searches.
- Configuration of Security for identified Users/Groups
  - Web client access established for identified users
- Creation of specified Content Management Software Capture Workflows for Capturing Documents through Multifunction Device, Desktop Scanner or Email
  - Client is responsible for configuration and compatibility of capture devices.
  - For capture via email, POP3 or IMAP are supported
  - Specific Capture Process requirements are separately documented for the specific project.
  - If Text Searchable PDF generation is licensed, it will be configured (if desired)
- Administrator and End User Training
  - Professional Services will train Client on:
    - How to access the Content Management Software Client.
    - How to add documents to Content Management Software through drag and drop, MFP, desktop scanner, file import
    - How to index documents by manual indexing and KeyFree.
    - Searching of documents using available metadata and content (if Content Search is licensed).
    - How to create archives, fields, searches and apply security.



## Project Plan

This plan will be completed in detail prior to commencement unless otherwise stated in a Statement of Work.

A base solution is broken down into a 3-phase project deployment. Additional time will be calculated based on requirements documented separately in the various appendices of this statement of work.

- Pre-Engagement:
  - Pre-Engagement Call. The Pre-Engagement call is performed prior to project installation. This call should include Business Users and IT Staff. The purpose of the call is to:
    - Ensure Client readiness prior to the installation.
    - Verify Client has the proper hardware in place for the installation.
    - Discuss Client expectations.
    - Discuss project deployment and rollout.
- Phase 1:
  - Content Management Software Installation (On-site installation only)
    - Installation of Content Management Software on one (1) server.
  - Analysis and Discovery. Discussion with client on the desired configuration. This discussion should involve any affected business users, questions the client should be prepared to answer include:
    - How are you currently storing documents?
    - What are you storing?
    - How are they stored and indexed, i.e.: file number, name, vendor, etc.
    - How are they being received?
  - Content Management Software Configuration. Configuration of Content Management Software indexes, archives, inboxes, security and Capture Workflows.
- Phase 2:
  - Proof of Concept Delivery. We demonstrate the end to end solution for review with primary business users, document any necessary changes and implement if necessary.
  - End-to-End System Testing.
  - Testing of all aspects of the process from adding documents to retrieval.
  - Content Management Software Web-Client URL shared to specified users
- Phase 3:
  - Administrator and End User Training.
  - Training on Content Management Software as outlined in the aforementioned section.
  - Go-Live Support.
  - We aid your users in using the product, ensuring they are comfortable with the product prior to the project ending.

## **Content Management Terms & Conditions**

1. **Billing Fees**

This service will be delivered to Client on a FIXED PRICE basis as described in the attached quote using prices set forth in SW1013. Any changes to the project scope may require a change order and pricing will be adjusted accordingly.

2. **Cancellation Policy**

When commercially reasonable, cancellations for scheduled Professional Service project dates must be made with a minimum of 5 business days' notice. In the event that the Client for any reason cancels the Project Services work once Professional Services has commenced work the Client will be liable for all costs incurred for Professional Services accepted up to and including the point of cancellation.

3. **Scheduling and Delivery**

On receipt of this signed statement of work, Content Management Software and Standley Systems will provide you with an estimated delivery date. If you have questions on this date or wish to discuss it further please contact the project lead/contact. In the event that the delivery date is not acceptable to you, you may reschedule this order by notifying the project lead/contact within 72 hours.

4. **Change Control**

Should there be any changes outside the reasonable scope of this project; a formal change order process will be instantiated. Prior to any physical changes to the project, the project manager, consultant and Client will discuss:

- Description of change
- Why or why not the scope change is considered out of scope
- Effort to make the change
- Discussion as to whether the change is chargeable

The change in scope will be clearly documented within a change control document and executed by both the Professional Services Manager and Client.

## Statement of Work Acknowledgement

By executing this agreement, the signer agrees to be bound to the terms within this Statement of Work.

State Agency		
Signature of Representative	Title	Date

Standley Systems		
Signature of Representative	Title	Date



Attachment E to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Statement of Work ("SOW") is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this SOW or a document substantially similar in the form of this SOW.



## Managed Print Services

### Sample Project SOW Agreement

#### **Executive Overview**

The purpose of this engagement is for the implementation of the specified Managed Print Services Program including service and supplies for hardware (MFP's and printers) identified for support (service and supply) provided and facilitated by Standley Systems. This SOW is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

Details include:

- Equipment provided and installed by Standley Systems will be managed.
- Existing equipment that is deemed 'fit for service' and agreed upon by State Agency will be managed.
- Equipment will be managed by utilizing the Information Collection Engine (ICE) software required to be installed and fully operational on the State Agency's network.

#### **Summary**

This Statement of Work covers equipment installation/move/removal, initial connectivity, initial training and any additional professional service work that Standley Systems will perform. Beginning on a mutually agreed date, Standley Systems will provide personnel to perform the following work:

- Schedule A: Installation of new devices and facilitation of the connectivity of devices.
- Schedule B: Service tagging and moving (as needed) of existing in-scope devices and identifying out-of-scope devices.
- Schedule C: Remove devices to pre-determined location.
- Schedule D: Devices left on client site, but not supported by Standley Systems.
- Train designated individuals service and supply processes.
- Operator training on newly installed devices.
- Additional Professional services are not included in this SOW.
- Schedules A-D shall not include any additional Terms and Conditions

## **Client Responsibilities**

The client agrees to the following responsibilities for this project:

- Provide a primary point of contact, IT contact and team contacts.
- Upon reasonable notice and without disrupting normal business activities, allow Standley Systems access to facilities from 8am-5pm, Monday thru Friday. With reasonable notice provided, Security/Vendor Badge or Pass will be provided by the client.
- Server or computer(s) ready for installation of software based upon the requirements provided by Standley Systems.
- Project delays will be communicated to Standley Systems in a timely manner as to not incur additional costs.
- Locally connected and/or non-connected devices will not be monitored by Standley Systems. It will be the responsibility of the client to provide accurate meter readings via email to [StateContracts@standleys.com](mailto:StateContracts@standleys.com) as requested by Standley Systems.
- Toner for locally connected and/or non-connected devices will be requested by the client via toner supply request through [www.standleys.com](http://www.standleys.com) or email to [supplies@standleys.com](mailto:supplies@standleys.com).
- Service outside this SOW will be provided ONLY upon submission and approval of the Change Request Form.
- All equipment listed in Schedules A, B, C and D are to be verified including equipment make, model, serial numbers and configurations (accessories: #of paper trays, staple finishers, fax boards, etc.)
- Power requirements for hardware outside standard 110V/15A will be communicated by Standley Systems to the client. Accommodation of power requirements for hardware is the responsibility of the client.
- Approval and signature on the SOW document or Equipment Quote, as well as, the Schedule A, B, C & D (when applicable) must be acknowledged stating that all equipment and configurations are correct. (sample Equipment Quote in Appendix A)
- Any changes to the equipment fleet and/or configurations will need to be requested through a specific Change Control Process. Any additional equipment and accessories needed will be assessed and an additional cost may be added. A Change Order will be required specifying location, contract information, model and serial numbers to be replaced. Any additional options reflected in Change Orders will be at a co-terminus rate.
- The client understands that services outside of the SOW will not be provided unless a Change Request Form and Change Order have been submitted and approved.

## **Program Management**

The following items are part of the ongoing management of the Optimize MPS Program:

### **Supplies Management**

All toner fulfillment will be tracked by contacting the Client to gather printer information.

**State Agency (IT or designated Key Operator(s)) will submit requests to Standley Systems using**

**the following process:**

- Email requests will be submitted directly to [supplies@standleys.com](mailto:supplies@standleys.com).
- Online requests will be submitted via [www.standleys.com](http://www.standleys.com). (client will be issued a username and password to access your site location fleet along with onsite training)

**Technical Service & Support**

The Standley Systems MPS Program includes comprehensive service on all Savin/Ricoh, Xerox, Kyosera, KIP, HP and Brothers MFP/copiers and laser printers identified on the approved Fleet Spreadsheet designated as "In-Scope." Service includes all parts, labor, preventative maintenance and toner.

**Service Loaners**

In the event of extensive equipment repairs or if a machine is deemed as down (completely nonoperational), Standley Systems agrees to provide loaner equipment so that departmental operations do not experience unreasonable downtime.

Loaners will only be authorized by Standley Systems after on-site repair has been attempted and a technician supervisor has deemed loaner equipment necessary.

Additional charges starting at \$150.00 per hard drive will be applicable for keeping hard drives required for loaner devices.

**Supplemental Equipment**

In the event of peak output or special events that exceed the capabilities of current agency equipment, supplemental equipment may be placed for a specified period not to exceed 60 days or negotiated time period.

Supplemental equipment will be requested via email to [StateContracts@standleys.com](mailto:StateContracts@standleys.com) with a minimum lead time of 15 calendar days.

Model of supplemental equipment will be determined by Standley Systems based on the needs information provided in the Client request.

Cost of Supplemental equipment will include:

- Cost per copy based on model



## Change Control Process

During this project, additional opportunities may be identified or changes requested which are outside of the *Statement of Work*. Opportunity recommendations identified by Standley Systems will be communicated to the client in writing for consideration.

The following Change Request Process will be followed to manage and implement any changes which are outside of this SOW:

- Client completes Change Request Form with details of the change requested set forth to the best of Client's knowledge. Details to be included are:
  - What is the change?
  - Reason for the change?
  - Impact the change will have on the current project
  - Urgency of the change
- Client submits completed Change Request Form to designated Project Manager at **Standley Systems**.
- The parties will review the Change Request and discuss feasibility of and need for change and costs associated with such Change Request.
- An amended, written Statement of Work will be executed by both parties setting forth the changes and accompany costs, if any.

Prior to implementing the change, a Change Order or P-card must be received by **Standley Systems**. The form must be duly approved and signed.

## Project Contacts

Name	Role	Tele#	Email
State Agency			
Standley Systems			

## Implementation Schedule (sample page)

TASK	Standley Contact	Client Contact	Target Date	Actual Date
Signed SOW Agreement				
Final Equipment Schedules/Quotes signed by client				
Site Assessment <i>(see site survey form in appendix)</i>				
Fit for Service - for Client owned equipment				
Device IP address list				
List of Key Operators by location				
Identify 2 Key Operators per location for Equipment Training, service ticketing and supply orders through <a href="http://www.standleys.com">www.standleys.com</a>				
Set Installation Date				
Complete Installation				
Send Survey to Client				

## Statement of Work Acknowledgement

**Standley Systems** will deem the project to be completed and accepted once all services listed in the SOW or Equipment Quote are delivered and accepted according to project scope.

State Agency understands that Standley Systems will not commence this project until the SOW or State of Oklahoma Document Lifecycle Contract Equipment Quote is signed and returned to Standley Systems. By signing the SOW or Equipment Quote, State Agency understands that they have reviewed all the details and have duly approved it.

State Agency		
Signature of Representative	Title	Date

Standley Systems		
Signature of Representative	Title	Date

Attachment F to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC  
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Quote is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties.



**State of Oklahoma Quote MFD,  
Production Print, Wide Format**

**Savin IM C4500**

<b>Speed</b>	45 - 60 PPM Mono and Color	
<b>Suggested Mo.Vol.</b>	4500	9000 - 25000
<b>Paper Capacity</b>	Standard: 1200, Max:4400	
<b>Paper Weights</b>	16 lb. Bond to 140 lb. index	
<b>Paper Sizes</b>	up to 12 x 18	
<b>Resolution</b>	600 x 600 dpi	

<b>Maintenance</b>	\$0.0080	Mono CPC
	\$0.0500	Color CPC

**Bill To:**

Name:  
Agency/Dept:  
Address:

Phone:  
Fax:  
Email:

**Ship To:**

Name:  
Agency/Dept:  
Address:

Phone:  
Fax:  
Email:

**Additional Contacts:**

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**Pick up (ID Numbers)**

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**Customer Approval**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



	<b>Purchase Price</b>	
	<b>PO Number</b>	
	<b>P Card Purchase</b>	

<b>60 Month Lease</b>		
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Qty	Product Description	Product Code	Product Notes*	Purchase Price	60 Month Lease
1	<b>IM C4500</b>	<b>418309</b>	<b>1,2,3,10</b>		
1	<b>Keep your hard drive</b>				
1	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU			
1	Bridge Unit BU3090	418345	6, 7, 32, 49		
1	Finisher SR3260	418337	34		
1	Paper Feed Unit PB3280	418349	3,4,32		
1	Fax Option Type M37	418392	17		

#### Item Codes

Purchase - Copier/Multi-Function	44101501
Purchase - Desktop Printers	43212110
Purchase - Scanning Devices	43211711

Lease - Base Configuration	80161801
Purchase/Lease - CPC Maintenance	81112306

\* Product Notes listed below. Please reference specified number.

#### All Inclusive Cost Per Copy Pricing Available

#### Additional Software Solutions Available

- (1) Designed for a max monthly volume of 50K pages (Letter paper, 20lb. Bond).
- (2) Mainframe includes standard 10.1" Keyless Smart Operation Panel, 100-Sheet ARDF, Duplex, 2 x 550-Sheet Paper Trays, 100-Sheet Bypass Tray, Drums, Developer, Color Scanning and Printing, USB Host Interface, Gigabit Ethernet, DOSS, PostScript3, PDF Direct Print, HDD Encryption, Scan to/Print From USB/SD Card, 2GB RAM & 250GB HDD. Envelope feeding via standard 2nd paper drawer & bypass tray. The standard DOSS included with the mainframe is not ISO 15408 certified.
- (3) One of following must be installed on the mainframe: PB3270 (One-Tray Paper Bank, 550 Sheets, supports 7.25" x 10.5" to 12" x 18", 418355), PB3280 (2-Tray Paper Bank, 550 Sheets x 2, Supports 7.25" x 10.5" to 12" x 18", 418349), PB3290 (Tandem Large Capacity Tray, 1,000 Sheets x 2, Supports 8.5" x 11" only, 418360) or Cabinet Type F (100478FNG) .
- (6) Only one of these options can be installed on the device: Hybrid Finisher SR3260 (1,000 Sheet External Finisher. 50 -8.5"x11" Sheets Staple Capacity. Supports Paper Sizes up to 12"x18". 418337). Booklet Finisher SR3270 (1,000 Sheet Booklet Finisher. 50 -8.5"x11" Sheets Staple Capacity. Supports Paper Sizes up to 12"x18". 418335). Finisher SR3280 (3,000 Sheet External Finisher. 50 -8.5"x11" Sheets Staple Capacity. Supports Paper Sizes up to 12"x18". 418385). Booklet Finisher SR3290 (2,000 Sheet Booklet Finisher. 50 -8.5"x11" Sheets Staple Capacity. Supports Paper Sizes up to 12"x18". 418330) Internal Finisher SR3250 (500 Sheet Internal Finisher. 50 -8.5"x11" Sheet Staple Capacity. Supports Paper Sizes up to 12"x18" 418378). Internal Shift Tray SH3080 (250-sheet sorter, supports paper sizes up to 12" x 18".418343).
- (7) Must Order BU3090 Bridge Unit 418345 with Booklet Finisher SR3270 (418335).
- (10) The DataOverWrite Security System does not overwrite the HDD for the Color Controller E-25C (418433)
- (17) Installation required to enable fax services: 33.6Kbps, approximately 2 Second Transmission Speed, and Standard JBIG. Standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), and Fax Forwarding to Email & Paperless Fax function.
- (32) Cannot install floor standing Finisher SR3260 (418337) or SR3270 (418335) with the PB3270 (418355) and Caster Table Type M3 (416737).
- (49) Hole Punch Option installs inside SR3280 Finisher and SR3290 Booklet Finisher. Supports Paper Sizes 7.25" x 10.5" to 11" x 17".

*The Customer understands and agrees that acceptance of this quote obligates the Customer to a multiple year lease obligation, subject to the non-appropriation clause of the state contract.*