Statement of Work – Master Agreement

Systel 920M Managed Print Services

Section I. Statement of Work Purpose
Systel Business Equipment Co., Inc. ("Systel") will provide to University of North Carolina at Greensboro (UNC-Greensboro) a Managed Print Services program as described under the terms and conditions of state contract 920M (Statewide Contract ITS-006054). The program will provide office printing devices, all consumables (excluding paper), onsite service to install & configure devices, operational support of devices, receive and monitor service calls, provide consumables for replacement, perform all maintenance and support, and provide monthly reporting of usage per device. The goal of the program is to provide economical printing through device optimization while meeting departmental printing requirements for a cost per page fee. The Systel Project Team, Aubrey Ravenel, Steve Rowland and Michelle Shepard will meet quarterly if needed with UNC-Greensboro to review performance/service metrics and make recommendations to best suit UNC-Greensboro through device management.

Section II. Performance
A. The contractor will assess current output devices under contract for copying at the Agency locations.
B. During the performance of the Work Order selected by the state as a result of this Statement of Work, the contractor will be expected to:
   1. Participate in project meetings.
   2. Gain a clear understanding of the UNC-Greensboro’s needs.
   3. Study existing office print device investments made by UNC-Greensboro.
   4. Propose a detailed solution(s) to meet UNC-Greensboro’s departmental business needs.
   5. Define a financial model to support the proposed solution.
   6. Provide technical expertise on efficient office print device implementation.
   7. Communicate the contractor’s print device management best practices focused on lowering printing cost.
   8. Provide end-user training.
   9. Document risk factors that could inhibit the success of the proposed solution.
C. Project Milestones and Schedule - We anticipate that the service technician may run various reports from your current output devices while onsite to provide data necessary for the Statement of Work to be completed.

The requirements of Section II. Performance have already been met and accomplished by Systel and UNC-Greensboro jointly.

Section III. Process Schedule
Release DRAFT SOW 01/07/2013

Information contained within this SOW is confidential and proprietary to Systel Business Equipment Co., Inc.
Section IV. Proposal Contents and Organization

1. This Statement of Work (SOW) is between the State of NC, acting through UNC-Greensboro ("State") and Systel Business Equipment Co. Inc ("Vendor"). This SOW is issued under the authority of Statewide Contract ITS-006054 (aka State Term Contract 920M), and is subject to all provisions of that contract which is incorporated by reference.

2. Detailed approach to fulfill the project requirements. Systel’s team (identified below) will meet all requirements under 920M:

   - Jeff Dalto, Regional Branch Manager
   - Warren Jackson, Regional Sales Manager
   - Aubrey Ravenel, Regional Account Manager (primary)
   - Steve Rowland, Regional Account Manager (secondary)
   - Dave Anderson, Regional Service Manager
   - Jim Brewster, Primary Service Technician
   - TBD, Secondary Service Technician
   - Chad Watkins, MPS Program Support
   - Michelle Shepard, MPS Program Manager

One primary and one secondary technician will be assigned to UNC-Greensboro. More technicians are available for assignment as needed. The Primary Assigned Technician (or secondary if Primary Assigned Technician is out for any reason) will handle any open issues on the devices offered under this contract on a priority basis as they are reported. If additional resources are needed they will be provided and coordinated through the Primary Assigned Technician and/or by the Service Manager. Technicians will assist with supplies replenishment as part of their responsibilities to serve the UNC-Greensboro campuses.

The Data Collection Utility may be utilized to provide:

- Information on devices that are in state of error.
- Reports at any time based on usage, device productivity, downtime, etc.
- One stop meter collection for billing purposes.

UNC-Greensboro agrees to provide Systel at minimum a secure 12’ X 12’ locked space on campus for spare device, parts and supplies storage. This space must be equipped with a ramp or elevator for easy access to roll equipment in and out of the building. Systel also will need several power outlets for equipment testing and two network ports available. Shelving is ideal for the space if available, but if not will be provided for the term of the agreement by Systel.
Meters that may not be obtained utilizing our data collection agent must be submitted electronically or manually by the customer to Systel in the form of usage pages, spreadsheet, csv, or online using e-Info, Systel’s online service and meter webpage.

Departments on campus will be provided with a fully customized quote that will include pricing for hardware, service, and supplies at a cost per page not including paper. The individual departmental quotes will become addendums to this master agreement and each will be written for a minimum term of 36 months.

Section V. New Placement Procedures/Processes

Procedure for new MPS Printer service and request for supplies
1. Printers placed under service on campus will be identified with a Systel MPS sticker.
2. Client will call 6TECH to report service or request supplies.
3. 6TECH will create a ticket and assign to Tech Services.
4. Tech Services will triage the ticket to determine if this is hardware or queue related.
5. If queue related Tech Services will work ticket until resolution.
6. If hardware related Tech Services will forward ticket over to a Systel Remedy queue.
7. Systel Remedy queue will be forwarded to Systel helpdesk and be converted to a Systel ticket request.
8. Systel will work ticket until resolution, ensure client is aware of resolution and resolve ticket.

Printer Installation
1. Systel will email 6TECH at minimum 24 hours in advance of an installation/move/removal with the following information;
   a. Configuration page
   b. Department and location where printer will reside, or will be removed, or old and new location if printer is being moved.
   c. Install date and window of time for delivery (typically within 2-4 hour window, morning or afternoon)
2. 6TECH will create ticket and send over to Tech Services.
3. Tech Services and Systel will Install/move/removal and Tech Services will resolve ticket.

New printer requested by client
1. UNCG will determine if department printer placement is valid.
2. 6TECH ticket will be created and routed to Tech Services who will notify Systel.
3. Printer Installation procedures will be followed.
Section VI. Hard Drive
Upon request, as devices owned by Systel must be removed from campus, Systel will erase the hard drives to factory defaults in the customer office and provide certification that the hard drive is clean. When hard drive removal is required by a department, Systel will remove the hard drive on campus and provide it to the primary contact for a fee per device of $179 per hard drive.

Section VI. Term of the Agreement:
The term of this agreement is 36 months from the date of installation within the departmental location. The term may be extended by mutual agreement by the parties.

1.0 Effective date: 9/10/14, or the date the UNC-Greensboro obtains all required signatures. Systel will not begin work under this SOW until it is fully executed.

1.1 Expiration date: 9/9/2017, or as may be extended herein.

Section VII. Project Managers:
1.0 Vendor’s Project Manager and Authorized Representative: Vendor’s Project Manager:

| Name, Title | Aubrey Ravenel and Steve Rowland |
| Address | 3517 West Wendover Avenue, Greensboro NC 27407 |
| Phone | 336 808 8000 |
| Fax | 336 808 8100 |
| Email | aubrey.ravenel@systeloa.com, srowland@systeloa.com |

2.0 UNC-Greensboro’s Project Manager: UNC-G’s Project Manager for this SOW will be:

| Name, Title |
| Address |
| Phone |
| Email |

UNC-G’s Project Manager, or his/her successor, will sign progress reports, review billing statements, make recommendations to UNC-G’s Authorized Representative for acceptance or rejection of Vendor’s goods or services and make recommendations to UNC-G’s Authorized Representative for certification of payment of each Invoice submitted by Vendor.

3.0 UNC-G’s Authorized Representative for this Work Order Contract will be:

| Name, Title |
| Address |
| Phone |
| Email |
UNC-G’s Authorized Representative, or his/her successor, will monitor Vendor’s performance and has the authority to accept or reject the services provided under this SOW.

3.5 Pricing:
Mono cost per page will not exceed .0169
Color cost per page will not exceed .079
Wide format devices will be billed at .29 per square foot
These rates are all inclusive excluding paper and networking services
There are no minimum rates, however devices will not be offered in areas where volumes are not justified. Devices must also be networked and meters must be provided to Systel on a routine basis as previously identified in Section IV.

4.0 Payment:
Invoices: UNC-G will promptly pay the Vendor after the Vendor presents an itemized invoice for the services actually performed and UNC-G’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
Monthly Billing has been selected by UNC-G. Systel will provide a monthly billing statement based upon specific quote per department on campus. The invoice will list device type, specific location of the device and begin and end meter information at the cost per page specific to that device.

Billing will be based on meter collected via data collection agent. If there is no data collection agent installed UNC-G agrees to submit meters electronically or manually in the form of usage pages, spreadsheet, csv, or online using e-Info, Systel’s online service and meter webpage.

Section VIII. Confidentiality and Non-Disclosure:
Definition. "Confidential Information" means any information, technical data, or know-how that, if disclosed in written and/or oral form, is designated at the time of disclosure as being confidential or proprietary. Confidential Information shall also include UNC-Greensboro data or information that Systel obtains or accesses via records or systems in the course of its performance of the contract, which may include but is not limited to, social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"). Confidential Information does not include information, technical data or know-how that (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records in existence prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any wrongful inaction or action of the receiving party, or (iii) is
developed independently by the receiving party without use of the Confidential Information of the disclosing party, or (iv) is properly acquired from a third party having the right to disclose such information.

**Non-Disclosure of Confidential Information.** Each party agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to review and discuss such Confidential Information in order to determine whether to enter into a business relationship with the other party. Neither party shall disclose the Confidential Information of the other party to third parties or to its own employees except employees who are required to have the information in order to carry out the contemplated business discussions. Each party agrees that it shall take all reasonable efforts to avoid disclosure of Confidential Information of the other including efforts at least as great as those used to protect its own confidential information. Each party agrees to notify the other party of any misuse or misappropriation of any Confidential Information of the other that may come to its attention.

**Return of Materials.** The receiving party shall promptly destroy or return to the disclosing party all copies of the disclosing party's Confidential Information in tangible form after the business discussions have been terminated or at any time upon the disclosing party's request.

**No License.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party and this Agreement does not grant either party any rights in or to the other party's Confidential Information, except as expressly provided herein.

**Term.** The obligations in this Agreement with respect to Confidential Information disclosed pursuant to this Statement of Work shall survive termination or expiration of this Statement of Work.

**Remedies.** Each party agrees that any violation or threatened violation of this Confidentiality and Non-Disclosure Clause may cause irreparable harm to the other party, and that the other party shall be entitled to seek injunctive relief in addition to all legal remedies.

**Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Confidentiality and Non-Disclosure Clause shall not constitute a waiver of any term hereof.