



FULLY EXECUTED
Contract Number: 4400007993
Contract Effective Date: 04/06/2011
Valid From: 03/30/2011 To: 03/30/2016

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Jamie Raymond
Phone: 717-346-3827
Fax: 717-346-3280

Your SAP Vendor Number with us: 136467

Supplier Name/Address:
CDMS
3605 N PROGRESS AVE STE 100
HARRISBURG PA 17110-9690 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 7175401301
Supplier Fax Number: 717-540-8840

Contract Name:
Microfilm Equipment-CDMS

Payment Terms
NET 45 DAYS

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Microfilm Equipment	0.000		0.00	1	0.00
2	Microfilm Equipment Supplies	0.000		0.00	1	0.00
3	Microfilm Equipment Accessories	0.000		0.00	1	0.00
4	Microfilm Equipment Maintenance	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
CDMS

Header Text

The intent of this solicitation is to obtain and establish a multiple award contract for Commonwealth agencies and Costars members to procure new Microfilm equipment, Maintenance/Repairs, Supplies, Accessories, Software and Related Services to responsible contractors who are able to meet the terms and conditions of this solicitation. Contractors must complete all attribute questions located under the attributes tab. Contractors must complete and submit with their bid all Appendices required and referenced in the IFB Specifications file . Please reference the terms and conditions attached. Please reference the Biddibg Guide attached. Questions on this bid please contact Ray Jaime. Phone-717-346-3827, email- rjaime@state.pa.us No further information for this Contract

Information:

Appendix A - MANUFACTURERS DISCOUNT SHEET

In order to complete the Bid sheet correctly , please follow the instructions below

1. Please enter a discount rate off list price for each Manufacture your company would like to provide equipment for in the PERCENT OF DISCONT FROM REFERENCED PRICE LIST column.
2. Please enter a discount rate off list price for each Manufacturer your company would like to provide accessories for in the PERCENT OF DISCOUNT FROM REFERENCED PRICE LIST column.
3. Please enter the Date of the price List your discount will apply to in the Price List Identification Date column.

* Your Company must provide the Manufacturers certification forms for all Manufacturers your company will choose to be resellers for .

**** Your company must provide a price Lists for All Manufacturers for which the Discount Rate will apply to.**

APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100016754			
MICROFILM EQUIPMENT , SERVICES AND SUPPLIES			
COMPANY NAME - CDMS			
DESCRIPTION	PRICE LIST IDENTIFICATION DATE	WILL YOU OFFER LEASING OF YOUR EQUIPMENT WITH ATTACH TERMS AND CONDITIONS. Y=YES N=NO	PERCENT OF DISCONT FROM REFERENCED PRICE LIST
Microfilm Equipment	1/11/2011	No	10%
Microfilm Equipment Maintenance/Repairs	1/11/2011	No	10%
Microfilm Equipment Supplies	1/11/2011	No	10%
Accessories which are not covered or included in other purchases, including Software and Software Maintenance/Upgrades	1/11/2011	No	10%

APPENDIX A -MANUFACTURERS DISCOUNT SHEET- IFB 6100016754

MICROFILM EQUIPMENT , SERVICES AND SUPPLIES

Offeror: CDMS

JOB TITLE	HOURLY RATE
Installation Services	\$ 135.00
Consulting Services	\$ 135.00
Development Services	\$ 135.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at www.dgs.state.pa.us, by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information.** Failure to complete this chart **and provide the required information prior to the expiration of the second business day after notification shall** result in the rejection of the bid.

<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
8272676	Kodak	NY
1443589	Kodak	NY
8516254	Kodak	NY
8517476	Kodak	NY
8517476	Kodak	NY
8259426	Kodak	NY
1055755	Kodak	NY

BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

CDMS, Inc.
3605 North Progress Ave Ste 100
Harrisburg, Pa. 1710

DEPARTMENT OF GENERAL SERVICES SMALL BUSINESS CERTIFICATION

If the Bidder/Offeror is a Qualified Small Business, the Bidder/Offeror must complete, sign and submit the following certification with its Bid/Proposal.

COMS I, PERRY KULLANDER, being the SENIOR PARTNER [title] of COMPUTER DOCUMENT MANAGEMENT SYSTEMS [Contractor], ("Contractor"), do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") that:

- 1. Contractor is not a subsidiary of another firm. Yes No
- 2. Contractor is not dominant in its field of operation. Yes No
- 3. Contractor employs no more than 100 full-time or full-time equivalent employees. Yes No

Total Number of Full-time or Full-time Equivalent Employees on Payroll 7

- 4. Contractor earned less than \$20,000,000 in gross annual revenues (\$25,000,000 in gross annual revenues for those businesses in the information technology sales or service business) in each of its last two fiscal years. Yes No

Gross Annual Revenues in its Last Fiscal Year \$ NA
Gross Annual Revenues in its Preceding Fiscal Year \$ N/A

- 5. If Contractor is a new business (less than 1 year), Contractor has an approved business plan by the Small Business Development Center or by a Pennsylvania Enterprise Center authorized by the Minority Development Agency of the United States Department of Commerce. NA Yes No

6. The information and certifications provided by Contractor are material and important and will be relied upon by the Commonwealth in awarding the contract. The Department shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Computer Document Management Systems, INC.
Corporate or Legal Entity's Name

[Signature] 1/20/11
Signature/Date

[Signature] 1/20/11
Signature/Date

DENNIS MALONE
Printed Name/Title

PERRY KULLANDER / SECRETARY
Printed Name/Title

DIR OF PROFESSIONAL SERVICES

APPENDIX G

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES X NO _____

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form? **Appendix C**

Please Answer: YES X NO _____

Computer Document Management Systems, Inc.
Corporate or Legal Entity Name

[Signature] 1/1/2014
Signature/Date

PERRY Kurlander/secretary
Printed Name/Title

APPENDIX H
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, SENIOR PARTNER
PERRY KURLANOGH [title] of COMPUTER DOCUMENT MANAGEMENT SYSTEMS [name of Contractor] a PA. [place of incorporation] corporation or other legal entity, ("Contractor") located at 3605 N PROGRESS AVE, HARRISBURG PA. 17110 [address], having a Social Security or Federal Identification Number of 23-2939379, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States.


OR

ALL percent (100%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States. Please identify the direct labor performed under the contract that will be performed outside the United States: _____

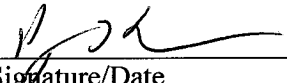
[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:



Signature/Date
DENNIS MARONE
DIC PROFESSIONAL SERVICES
Printed Name/Title

COMPUTER DOCUMENT MANAGEMENT SYSTEMS, INC.
Corporate or Legal Entity's Name
 1/20/11

Signature/Date
PERRY KURLANOGH / SECRETARY
Printed Name/Title

Appendix I Bidder's Qualifications

Respond to the following and attach to your bid submittal

1. Did Submitter violate any of the contractor integrity provisions in connection with the submission of its offer or any contract negotiations?

YES NO

2. In the last 4 years, has Submitter's officers, directors, associates, partners, or individual owners been charged with or convicted of, any misdemeanor or felony?

YES NO

3. Are you an established manufacturer or an authorized manufacturer's dealer having at least 5 years of experience selling or servicing the Items covered by the Contract.

YES NO

4. Are your installation and service personnel certified by the OEM for installation and repair, where applicable?

YES NO


SIGNATURE

1/20/11
DATE

Computer Document Management
COMPANY NAME
SYSTEMS, INC

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

IMPORTANT NOTE: The purpose of this Form is to document the bidder's compliance with the Commonwealth's non-discrimination program and to determine whether the bidder has discriminated in the selection of subcontractors and suppliers. Failure to complete this Form and submit it with the bid will be sufficient cause for rejection of the bid as NOT RESPONSIVE. Bidders must solicit BOTH MBE and WBE supplier participation for any work the bidders intend to subcontract or for any materials required to perform the contract.

Your Company Information:	Company Name:	Computer Document Magement Systems			Contact Person:	Perry Kurlander	
	Address:	3605 N Progress Ave Ste 100 Harrisburg PA 17110					
	Tel #:	717-540-1301	Fax #:	717-540-8840	E-Mail:	pkurlander@cdmspa.com	
	SAP Vendor #:	136467					
Contract/Solicitation Information:	Contract/Solicitation Number:	NA	Bid Opening Date:		Bid Amount (Bid Base #1):		

ALL FIRMS SOLICITED OR WHICH HAVE PROVIDED UNSOLICITED QUOTES MUST BE INCLUDED ON THIS FORM

(1) Subcontractor/Supplier Company Information • Company Name, Address, Zip Code • Tel. No. with Area Code • Contact Person's Name	(2) MBE, WBE or MWBE	(3) Type of Work to be Performed and/or Material to be Supplied	(4) Total Dollar Amount of Quote Received	(5) Total Commitment Dollar Amount
	Select One			
	Select One			
	Select One			
	Select One			

NOTE: Minimum Participation Levels (MPLs): MBE – 5%; WBE – 3%
A presumption of non-discrimination may be made if the dollar commitments to MBEs / WBEs reflect these minimum participation

(1)	Enter the official subcontractor or supplier's company name exactly as it appears on the Dept. of General Services (DGS) website list of certified MBEs/WBEs. Do not use D/B/A (Doing Business As) name.
(2)	Indicate whether the firm is DGS certified MBE or WBE. If the firm is both, the bidder will receive credit for the firm as either an MBE or a WBE.
(3)	Briefly describe the specific type of work to be performed and/or materials to be supplied by the listed DGS certified MBE or WBE. In order to count towards reaching the MPLs, bidders must solicit DGS certified MBEs/WBEs in the areas in which they are certified. For example, if an MBE/WBE is certified for electrical supplies and the bidder lists plumbing supplies, the bidder will not receive credit. Geographical location may not be used as a reason for limiting solicitation.
(4)	Enter the total dollar (\$) amount of the quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the subcontractor did not respond to the bidder, the bidder must indicate "No Response." Copies of all MBE/WBE quotes must be submitted with the bid.

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

(5) Enter the total dollar (\$) amount of the contractual commitment made to the listed MBE/WBE. If the bidder does not use the total quote from a MBE/WBE because a lower priced quote was received, the bidder must submit a copy of the lower priced quote with its bid. On partial commitments, the bidder must explain why only a partial commitment was made and must submit a copy of the lower priced quote.

If the Bidder does not intend to utilize any subcontractors or suppliers in the performance of this contract, please check this box.

CONFIRMATION CHECKLIST FOR SUBMISSION OF FORM STD-168 AND OTHER DOCUMENTATION

- The Bidder must complete and submit Form STD-168 with its bid. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.
- Along with the Form STD-168, the Bidder must include all solicited and unsolicited quotes received by the Bidder from MBEs and WBEs as long as the quotes are within the scope of work.
- The Bidder's contact with MBE/WBE subcontractors and suppliers should be a minimum of (10) days prior to bid opening date. This will ensure that MBEs/WBEs have sufficient time to prepare a quote. Ten days is a guide; however, adequate time must be provided to all subcontractors and suppliers to respond.

If the minimum participation levels (MPLs) for this project are not achieved, you must provide a written explanation explaining the failure to achieve the MPLs for MBEs and/or WBEs. Failure to do so will result in rejection of the bid.

If there are any questions/comments concerning this form, please contact the issuing agency contracting officer. If additional forms are needed, you are permitted to photocopy form. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.

OFFICIAL USE ONLY

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Comments:
Reviewer:	Date:	

Care Kit Description Definitions: • “WE” indicates that the Warranty is Extended for 1, 2, or 3 years from the date of product sale.
 • “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 • “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
KODAK NETWORK SCANNERS							
KODAK SCAN STATION 500 / 520EX AND CARE KITS							
KODAK SCAN STATION 500 - 30ppm	8738056		1	\$ 2,495.00	Yes	W-10	Customer
KODAK SCAN STATION 520EX - 30ppm AVAILABLE ONLY WITH PERMISSION FROM KODAK	1702679		1	\$ 2,695.00	No	W-10	Customer
SCAN STATION 500/520 CARE KIT POST WARRANTY	8952525		1	\$ 336.00		N/A	Customer
SCAN STATION 500/520 CARE KIT 1YR EXTENDED WARRANTY	8835779		1	\$ 251.00		N/A	Customer
SCAN STATION 500/520 CARE KIT 3YR EXTENDED WARRANTY	1483767		1	\$ 645.00		N/A	Customer
ACCESSORIES AND CONSUMABLES							
SCAN STATION KEYBOARD AND STAND	8263006	01/01/11	1	\$ 190.00	No	N/A	Customer
KODAK A4 FLATBED ACCESSORY	8677288	01/01/11	1	\$ 536.00	Yes	W-05	Customer
KODAK A3 FLATBED ACCESSORY	1796747	01/01/11	1	\$ 1,401.00	Yes	W-03	Customer
KODAK WHITE BACKGROUND ACCESSORY	8927717	01/01/11	1	\$ 42.00		N/A	Customer
KODAK FEED MODULE FOR i1200/i1300/SS5XX	8269607	01/01/11	1	\$ 53.00		N/A	Customer
SEPARATION MODULE FOR i1200/i1300/SS5XX	1736115	01/01/11	1	\$ 53.00		N/A	Customer
KODAK FEED ROLLERS & SEPARATION PADS FOR i1200/i1300/SS5XX	1484864	01/01/11	1	\$ 42.00		N/A	Customer
KODAK PHOTO SCANNERS							
KODAK PHOTO SCANNERS AND CARE KITS							
KODAK PICTURE SAVER SCANNING SYSTEM PS410	1992882		1	\$ 1,995.00	Yes	W-08	Customer
KODAK PICTURE SAVER SCANNING SYSTEM PS810	8085805		1	\$ 3,495.00	Yes	W-08	Customer
KODAK PS410 CARE KIT 2 YR AUR EXTENDED WARRANTY	1121813		1	\$ 254.00	No	N/A	N/A
KODAK PS410 CARE KIT 3 YR AUR EXTENDED WARRANTY	1780469		1	\$ 470.00	No	N/A	N/A
KODAK PS810 CARE KIT 2 YR AUR EXTENDED WARRANTY	8090466		1	\$ 386.00	Yes	N/A	N/A
KODAK PS810 CARE KIT 3 YR AUR EXTENDED WARRANTY	1381417		1	\$ 714.00	Yes	N/A	N/A
ACCESSORY							
KODAK GENTLE PHOTO SEPARATION MODULE	1695097	01/01/11	1	\$ 153.00	Yes	N/A	Customer
KODAK WORKGROUP SCANNERS							
KODAK i1120 SERIES SCANNER AND CARE KITS							
KODAK SCANMATE i1120 Scanner - 20ppm	1147925		1	\$ 495.00		W-05	Customer
KODAK SCANMATE i1120 Scanner (L) - 20ppm AVAILABLE ONLY WITH PERMISSION FROM KODAK	1955541		1	\$ 475.00	Yes	W-05	Customer
KODAK i1120 CARE KIT 3 YEAR EXTENDED WARRANTY	1336742		1	\$ 104.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK SCANMATE i1120 PRE-SEPARATION PAD	8946097	01/01/11	1	\$ 43.00		N/A	Customer
KODAK SCANMATE i1120 FEED ROLLER ASSEMBLY	1226034	01/01/11	1	\$ 38.00		N/A	Customer
KODAK SCANMATE i1120 CLEANING SWAB	8245862	01/01/11	1	\$ 22.00		N/A	Customer
Kodak i1200 SERIES SCANNER AND CARE KITS							
KODAK i1210 PLUS SCANNER - 45ppm	1012434		1	\$ 799.00	Yes	W-05	Customer
KODAK i1220 PLUS SCANNER - 45ppm	8259426		1	\$ 1,199.00	Yes	W-05	Customer
i30 i40 i1210 i1220 CARE KIT 2YR AUR EXTENDED WARRANTY	8744427		1	\$ 116.00	Yes	N/A	N/A

Care Kit Description Definitions: • “WE” indicates that the Warranty is Extended for 1, 2, or 3 years from the date of product sale.
 • “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 • “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
i30 i40 i1210 i1220 CARE KIT 3YR AUR EXTENDED WARRANTY	8991853		1	\$ 221.00	Yes	N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK A4 FLATBED ACCESSORY	8677288	01/01/11	1	\$ 536.00	Yes	W-05	Customer
KODAK FEED MODULE FOR i1200/i1300	8269607	01/01/11	1	\$ 53.00		N/A	Customer
SEPARATION MODULE FOR i1200/i1300	1736115	01/01/11	1	\$ 53.00		N/A	Customer
KODAK FEED ROLLERS & SEPARATION PADS FOR i1200/i1300	1484864	01/01/11	1	\$ 42.00		N/A	Customer
KODAK WHITE BACKGROUND ACCESSORY	8927717	01/01/11	1	\$ 42.00		N/A	Customer
KODAK i30 and i40 SERIES SCANNER AND CARE KITS							
KODAK i30 SCANNER W/VALUE PAK - 25ppm	8612459		1	\$ 799.00	Yes	W-01	Customer
KODAK i40 SCANNER W/VALUE PAK - 25ppm	8882649		1	\$ 1,195.00	Yes	W-01	Customer
i30 i40 i1210 i1220 CARE KIT 2YR AUR EXTENDED WARRANTY	8744427		1	\$ 116.00	Yes	N/A	N/A
i30 i40 i1210 i1220 CARE KIT 3YR AUR EXTENDED WARRANTY	8991853		1	\$ 221.00	Yes	N/A	N/A
Accessories							
KODAK FEED MODULE	1747849	01/01/11	1	\$ 41.00		N/A	Customer
KODAK DEPARTMENTAL SCANNERS							
KODAK i1300 SERIES SCANNER AND CARE KITS							
KODAK i1310 PLUS SCANNER - 60ppm	1220169		1	\$ 1,295.00	Yes	W-05	Customer
KODAK i1320 PLUS SCANNER - 60ppm	1419787		1	\$ 1,895.00	Yes	W-05	Customer
i55 i65 i80 i1310 i1320 CARE KIT 2YR AUR EXTENDED WARRANTY	8518557		1	\$ 276.00	Yes	N/A	N/A
i55 i65 i80 i1310 i1320 CARE KIT 3YR AUR EXTENDED WARRANTY	1505924		1	\$ 441.00	Yes	N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK A4 FLATBED ACCESSORY	8677288	01/01/11	1	\$ 536.00	Yes	W-05	Customer
KODAK A3 FLATBED ACCESSORY	1796747	01/01/11	1	\$ 1,401.00	Yes	W-03	Customer
KODAK FEED MODULE FOR i1200/i1300	8269607	01/01/11	1	\$ 53.00		N/A	Customer
SEPARATION MODULE FOR i1200/i1300	1736115	01/01/11	1	\$ 53.00		N/A	Customer
KODAK FEED ROLLERS & SEPARATION PADS FOR i1200/i1300	1484864	01/01/11	1	\$ 42.00		N/A	Customer
KODAK WHITE BACKGROUND ACCESSORY	8927717	01/01/11	1	\$ 42.00		N/A	Customer
KODAK SIDEKICK SERIES SCANNER							
KODAK SIDEKICK 1400u SCANNER - 43BW/19CL ppm	8148041		1	\$ 4,095.00	Yes	W-08	Customer
ACCESSORIES AND CONSUMABLES							
LOCK, SCANNER SECURITY	8318214	01/01/11	1	\$ 36.00		W-08	Customer
USB 2.0 OPTION KIT FOR SIDEKICK	8110918	01/01/11	1	\$ 153.00		W-08	Customer
FRONT PRINTER FOR SIDEKICK 1400	8232183	01/01/11	1	\$ 1,071.00		W-08	Customer
FRONT PRINTER FOR SIDEKICK 1400U	8870958	01/01/11	1	\$ 1,020.00		W-08	Customer
WHITE ROLLER KIT, SIDEKICK	8422370	01/01/11	1	\$ 216.00		N/A	Customer
TEST CHART A4, SIDEKICK	8065096	01/01/11	1	\$ 25.00		N/A	Customer
TEST CHART B, SIDEKICK	1014174	01/01/11	1	\$ 72.00		N/A	Customer
ROLLER EXCHANGE KIT BLACK, SK	1070820	01/01/11	1	\$ 304.00		N/A	Customer

Care Kit Description Definitions: • “WE” indicates that the Warranty is Extended for 1, 2, or 3 years from the date of product sale.
 • “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 • “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
ROLLER EXCHANGE KIT WHITE, SK	1284124	01/01/11	1	\$ 304.00		N/A	Customer
PRINTER INK CARTRIDGE, TRUPER,SK	1558667	01/01/11	1	\$ 40.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	N/A
KODAK PRODUCTION SCANNERS							
KODAK LOW VOLUME PRODUCTION SCANNERS							
Kodak i1400 SERIES SCANNER AND CARE KITS							
KODAK i1405 SCANNER - 45ppm	8252843		1	\$ 3,995.00	Yes	W-11	Customer
KODAK i1420 SCANNER - 60ppm	8272676		1	\$ 4,995.00	Yes	W-11	Customer
KODAK i1440 SCANNER - 75ppm	8766198		1	\$ 5,995.00	Yes	W-11	Customer
i1400 CARE KIT POST WARRANTY	1452838		1	\$ 992.00		N/A	N/A
i1400 CARE KIT 1YR EXTENDED ONSITE WARRANTY	8663965		1	\$ 595.00	Yes	N/A	N/A
i1400 CARE KIT 2YR EXTENDED ONSITE WARRANTY	8736910		1	\$ 1,428.00	Yes	N/A	N/A
i1400 CARE KIT 3YR EXTENDED ONSITE WARRANTY	8788457		1	\$ 2,001.00	Yes	N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK A3 FLATBED ACCESSORY	1796747	01/01/11	1	\$ 1,401.00	Yes	W-03	Customer
IMAGING GUIDE SET F/I1400 SCANNERS	1978253	01/01/11	1	\$ 107.00		N/A	Customer
i100/i200/i1400 FEEDER CONSUMABLE KIT	1241066	01/11/11	1	\$ 238.00		N/A	Customer
i100/i200/i1400 EXTRA LARGE FEEDER CONSUMABLES KIT	8215808	01/01/11	1	\$ 860.00		N/A	Customer
i800/3/4/7/9/i1400 PRINTER INK CARTRIDGE	1355155	01/01/11	1	\$ 302.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER BLACK CARTRIDGE	8183386	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER RED CARTRIDGE	1596832	01/01/11	1	\$ 383.00		N/A	Customer
i200/i800/i200/i1400 INK BLOTTERS	1401728	01/01/11	1	\$ 91.00		N/A	Customer
i200/i600/i700/i1400 PRINTER INK BLOTTERS	8405425	01/01/11	1	\$ 91.00		N/A	Customer
i600/i700/i1400 ENHANCED PRINTER INK CARTRIDGE CARRIER	1133842	01/01/11	1	\$ 45.00		N/A	Customer
i200/i800/3/4/i1400 PRINTER INK CARTRIDGE CARRIER	8267486	01/01/11	1	\$ 45.00		N/A	Customer
KODAK TRUPER SERIES SCANNER AND CARE KITS							
KODAK TRUPER 3610 SCANNER - 90ppm	1055755		1	\$ 6,995.00	Yes	W-11	Customer
KODAK TRUPER 3210 SCANNER - 90ppm	8911448		1	\$ 8,495.00	Yes	W-11	Customer
KODAK TRUPER 3210,3610 CARE KIT 1YR EXTENDED WARRANTY NBD RESPONSE 1PM	8971319		1	\$ 957.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT 2YR EXTENDED WARRANTY NBD RESPONSE 1PM	1852409		1	\$ 2,041.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT 3YR EXTENDED WARRANTY NBD RESPONSE 1PM	8925638		1	\$ 2,957.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT 1YR POST WARRANTY NBD RESPONSE 1PM	1359124		1	\$ 1,261.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT,1YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1278951		1	\$ 1,072.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT,2YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1103365		1	\$ 2,284.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT,3YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1695493		1	\$ 3,312.00		N/A	N/A
KODAK TRUPER 3210,3610 CARE KIT,1YR POST WARRANTY 4HR RESPONSE 1PM	1442862		1	\$ 1,412.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
MEMORY UPGRADE KIT – TRUPER 3210/3610 SERIES ONLY (2 board included)	1244847		1	\$ 450.00	NA	NA	Customer
FRONT PRINTER FOR TRUPER	8961955	01/01/11	1	\$ 1,606.00		W-03	Customer
KIT, LONG DOCT. WEIGHT TRUPER	1092436	01/01/11	1	\$ 124.00		W-03	Customer

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 • “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 • “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
MEMORY UPGRADE KIT - TRUPER 3200/3600 SERIES	1326313	01/01/11	1	\$ 464.00		W-03	Customer
SHADING SHEET, TRUPER(10)	1535376	01/01/11	1	\$ 46.00		N/A	Customer
PRINTER INK CARTRIDGE, TRUPER, SK	1558667	01/01/11	1	\$ 40.00		N/A	Customer
REPLACEMENT PACKAGING, TRUPER	1452812	01/01/11	1	\$ 179.00		N/A	Customer
PACKAGING MATERIALS, TRUPER 3600	1341122	01/01/11	1	\$ 550.00		N/A	Customer
ROLLER EXCHANGE KIT, TRUPER	8460321	01/01/11	1	\$ 349.00		N/A	Customer
6X9 SCOURING PAD (CASE OF 25)	1033893	01/01/11	1	\$ 33.00		N/A	Customer
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	N/A
KODAK i4200 SERIES SCANNER AND CARE KITS							
KODAK i4200 SCANNER - 100ppm	8453508		1	\$ 9,995.00	No	W-11	Customer
KODAK i4200 WE ONSITE NBD 1YR CARE KIT	1708015		1	\$ 1,180.00		N/A	N/A
KODAK i4200 WU ONSITE 4HR 1YR CARE KIT	1922798		1	\$ 1,690.00		N/A	N/A
KODAK i4200 WE ONSITE NBD 2YR CARE KIT	8013252		1	\$ 2,960.00		N/A	N/A
KODAK i4200 WU ONSITE 4HR 2YR CARE KIT	1782101		1	\$ 3,980.00		N/A	N/A
KODAK i4200 WE ONSITE NBD 3YR CARE KIT	1913359		1	\$ 3,863.00		N/A	N/A
KODAK i4200 WU ONSITE 4HR 3YR CARE KIT	8684508		1	\$ 5,110.00		N/A	N/A
KODAK i4200 PW ONSITE NBD CARE KIT	8936957		1	\$ 1,780.00		N/A	N/A
KODAK i4200 PW ONSITE 4HR CARE KIT	1570704		1	\$ 2,290.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK i4200 TO i4600 UPGRADE KIT	1130772		1	\$ 6,000.00		N/A	Customer
KODAK PRINTER ACCESSORY FOR i4000 SERIES SCANNERS	8096943	01/01/11	1	\$ 412.00		N/A	Customer
KODAK LOWER/UPPER IMAGE GUIDE FOR i4000 SERIES SCANNERS WITHOUT PRINTER	8348054	01/01/11	1	\$ 134.00		N/A	Customer
KODAK UPPER IMAGING GUIDE FOR i4000 SERIES SCANNERS WITH PRINTER	8714438	01/01/11	1	\$ 134.00		N/A	Customer
KODAK LOWER/UPPER FLIPPABLE WHITE BACKGROUND FOR i4000 SERIES SCANNERS WITHOUT	8088239	01/01/11	1	\$ 134.00		N/A	Customer
KODAK UPPER FLIPPABLE WHITE BACKGROUND FOR i4000 SERIES SCANNERS WITH PRINTER	8000853	01/01/11	1	\$ 134.00		N/A	Customer
KODAK FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	8327538	01/01/11	1	\$ 335.00		N/A	Customer
KODAK EXTRA LARGE FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	8387938	01/01/11	1	\$ 1,288.00		N/A	Customer
KODAK EXTRA-EXTRA LARGE FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	1462415	01/01/11	1	\$ 2,369.00		N/A	Customer
KODAK FEEDER KIT FOR ULTRA-LIGHTWEIGHT PAPER FOR i4000 SERIES SCANNERS	8445280	01/01/11	1	\$ 618.00		N/A	Customer
KODAK MID VOLUME PRODUCTION SCANNERS							
KODAK i4600 SERIES SCANNER AND CARE KITS							
KODAK i4600 SCANNER - 120ppm	1443589		1	\$ 14,995.00	Yes	W-11	Customer
KODAK i4600 WE ONSITE NBD 1YR CARE KIT	8074957		1	\$ 2,080.00		N/A	N/A
KODAK i4600 WU ONSITE 4HR 1YR CARE KIT	8689002		1	\$ 2,580.00		N/A	N/A
KODAK i4600 WE ONSITE NBD 2YR CARE KIT	8083404		1	\$ 4,770.00		N/A	N/A
KODAK i4600 WU ONSITE 4HR 2YR CARE KIT	8272957		1	\$ 5,970.00		N/A	N/A
KODAK i4600 WE ONSITE NBD 3YR CARE KIT	8399313		1	\$ 6,080.00		N/A	N/A
KODAK i4600 WU ONSITE 4HR 3YR CARE KIT	8078974		1	\$ 7,628.00		N/A	N/A
KODAK i4600 PW ONSITE NBD CARE KIT	8378366		1	\$ 2,690.00		N/A	N/A
KODAK i4600 PW ONSITE 4HR CARE KIT	8292765		1	\$ 3,390.00		N/A	N/A

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
ACCESSORIES AND CONSUMABLES							
KODAK PRINTER ACCESSORY FOR I4000 SERIES SCANNERS	8096943	01/01/11	1	\$ 412.00		N/A	Customer
KODAK LOWER/UPPER IMAGE GUIDE FOR i4000 SERIES SCANNERS WITHOUT PRINTER	8348054	01/01/11	1	\$ 134.00		N/A	Customer
KODAK UPPER IMAGING GUIDE FOR i4000 SERIES SCANNERS WITH PRINTER	8714438	01/01/11	1	\$ 134.00		N/A	Customer
KODAK LOWER/UPPER FLIPPABLE WHITE BACKGROUND FOR i4000 SERIES SCANNERS WITHOUT	8088239	01/01/11	1	\$ 134.00		N/A	Customer
KODAK UPPER FLIPPABLE WHITE BACKGROUND FOR i4000 SERIES SCANNERS WITH PRINTER	8000853	01/01/11	1	\$ 134.00		N/A	Customer
KODAK FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	8327538	01/01/11	1	\$ 335.00		N/A	Customer
KODAK EXTRA LARGE FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	8387938	01/01/11	1	\$ 1,288.00		N/A	Customer
KODAK EXTRA-EXTRA LARGE FEEDER CONSUMABLES KIT FOR i4000 SERIES SCANNERS	1462415	01/01/11	1	\$ 2,369.00		N/A	Customer
KODAK FEEDER KIT FOR ULTRA-LIGHTWEIGHT PAPER FOR i4000 SERIES SCANNERS	8445280	01/01/11	1	\$ 618.00		N/A	Customer
KODAK i700 SERIES SCANNER AND CARE KITS							
KODAK i730 SCANNER - 90ppm	1867852		1	\$ 22,000.00	Yes	W-06	Customer
KODAK i750 SCANNER - 115ppm	1802230		1	\$ 30,000.00	Yes	W-06	Customer
i730 CARE KIT 1 YR EXTENDED WARRANTY	1243054		1	\$ 2,420.00	Yes	N/A	N/A
i730 CARE KIT 2 YR EXTENDED WARRANTY	1201193		1	\$ 5,544.00	Yes	N/A	N/A
i730 CARE KIT 3 YR EXTENDED WARRANTY	1188176		1	\$ 8,008.00	Yes	N/A	N/A
i730 CARE KIT POST WARRANTY	8529117		1	\$ 4,100.00		N/A	N/A
i750 CARE KIT 1 YR EXTENDED WARRANTY	1438399		1	\$ 3,190.00	Yes	N/A	N/A
i750 CARE KIT 2 YR EXTENDED WARRANTY	1716216		1	\$ 7,304.00	Yes	N/A	N/A
i750 CARE KIT 3 YR EXTENDED WARRANTY	8810632		1	\$ 10,549.00	Yes	N/A	N/A
i750 CARE KIT POST WARRANTY	8311375		1	\$ 5,400.00	Yes	N/A	N/A
Kodak i700 Upgrade Kits							
i730 to i750 UPGRADE KIT	8017303		1	\$ 10,000.00		N/A	Kodak
i730 to i780 UPGRADE KIT	8862385		1	\$ 18,000.00		N/A	Kodak
i750 to i780 UPGRADE KIT	1270859		1	\$ 12,000.00		N/A	Kodak
Kodak i600/i700 ACCESSORIES AND CONSUMABLES							
KODAK i600/i700 MANUAL FEEDER	1634948	01/01/11	1	\$ 536.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER BLACK CARTRIDGE	8183386	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER RED CARTRIDGE	1596832	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i1800 CONSUMABLES KIT	1084755	01/01/11	1	\$ 351.00		N/A	Customer
i600/i700/i1800 Ex-LARGE CONSUMABLES KIT	8426157	01/01/11	1	\$ 1,341.00		N/A	Customer
i600/i700/i1800 WHITE BACKGROUND ACCESSORY	8949000	01/01/11	1	\$ 43.00		N/A	Customer
i600/i700/i1800 BLACK BACKGROUND ACCESSORY	8014755	01/01/11	1	\$ 43.00		N/A	Customer
i600/i700/i1800 ULTRALIGHT FEEDER KIT	8965279	01/01/11	1	\$ 649.00		N/A	Customer
i600/i700/i1800 IMAGING GUIDES	1976703	01/01/11	1	\$ 138.00		N/A	Customer
i600/i700/i1800 XXL CONSUMABLES KIT	1343680	01/01/11	1	\$ 2,434.00		N/A	Customer
i200/i600/i700/i1400 PRINTER INK BLOTTERS	8405425	01/01/11	1	\$ 91.00		N/A	Customer
i600/i700/i1400 ENHANCED PRINTER INK CARTRIDGE CARRIER	1133842	01/01/11	1	\$ 45.00		N/A	Customer
KODAK NGENUITY SERIES SCANNER AND CARE KITS							

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for		Installed By
					Sales Reg	Warranty	
KODAK NGENUITY 9090 DB - 90ppm	8914228		1	\$ 18,000.00	Yes	W-06	Customer
KODAK NGENUITY 9090 DC - 90ppm	1598143		1	\$ 20,000.00	Yes	W-06	Customer
KODAK NGENUITY 9125 - 125ppm	8516254		1	\$ 25,000.00	Yes	W-06	Customer
KODAK NGENUITY 9090DB CARE KIT 1YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8425563		1	\$ 1,995.00		N/A	N/A
KODAK NGENUITY 9090DB CARE KIT 2YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1000181		1	\$ 4,283.00		N/A	N/A
KODAK NGENUITY 9090DB CARE KIT 3YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8183261		1	\$ 6,218.00		N/A	N/A
KODAK NGENUITY 9090DB CARE KIT 1YR POST WARRANTY 4HR RESPONSE 1PM	1035831		1	\$ 2,660.00		N/A	N/A
KODAK NGENUITY 9090DC CARE KIT 1YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1204957		1	\$ 2,218.00		N/A	N/A
KODAK NGENUITY 9090DC CARE KIT 2YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8595555		1	\$ 4,761.00		N/A	N/A
KODAK NGENUITY 9090DC CARE KIT 3YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8820052		1	\$ 6,912.00		N/A	N/A
KODAK NGENUITY 9090DC CARE KIT 1YR POST WARRANTY 4HR RESPONSE 1PM	8820854		1	\$ 2,957.00		N/A	N/A
KODAK NGENUITY 9125DC CARE KIT 1YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1060466		1	\$ 2,772.00		N/A	N/A
KODAK NGENUITY 9125DC CARE KIT 2YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8562886		1	\$ 5,951.00		N/A	N/A
KODAK NGENUITY 9125DC CARE KIT 3YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1083146		1	\$ 8,639.00		N/A	N/A
KODAK NGENUITY 9125DC CARE KIT 1YR POST WARRANTY 4HR RESPONSE 1PM	1676964		1	\$ 3,696.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
FRONT/REAR PRINTER KIT FOR NGENUITY	8634230	01/01/11	1	\$ 1,442.00		W-06	Customer
GLASS FLAT ASSEMBLY, NGENUITY	1620640	01/01/11	1	\$ 29.00		N/A	Customer
SMALL ROLLER KIT, NGENUITY	1766674	01/01/11	1	\$ 371.00		N/A	Customer
MEDIUM ROLLER KIT, NGENUITY	8443491	01/01/11	1	\$ 1,102.00		N/A	Customer
LARGE ROLLER KIT, NGENUITY	1158153	01/01/11	1	\$ 2,215.00		N/A	Customer
BLOWER BRUSH	1797158	01/01/11	1	\$ 20.00		N/A	Customer
KIT, CAMERA CALIBRATION, NGENUITY	1998103	01/01/11	1	\$ 33.00		N/A	Customer
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	Customer
DS TRANSPORT CLEANING SHEETS	1690783	01/01/11	1	\$ 33.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	N/A
TECH WIPES (10 in case)	1651975	01/01/11	1	\$ 28.00		N/A	Customer
KODAK HIGH VOLUME PRODUCTION SCANNERS							
KODAK i780 SCANNER AND CARE KITS							
KODAK i780 SCANNER - 130ppm	1200013		1	\$ 35,000.00	Yes	W-06	Customer
i780 CARE KIT 1YR EXTENDED WARRANTY	1927508		1	\$ 4,290.00	Yes	N/A	N/A
i780 CARE KIT 2YR EXTENDED WARRANTY	8647810		1	\$ 9,768.00	Yes	N/A	N/A
i780 CARE KIT 3YR EXTENDED WARRANTY	1649839		1	\$ 14,091.00	Yes	N/A	N/A
i780 CARE KIT POST WARRANTY	8028862		1	\$ 7,200.00		N/A	N/A
Kodak i600/i700 ACCESSORIES AND CONSUMABLES							
KODAK i600/i700 MANUAL FEEDER	1634948	01/01/11	1	\$ 536.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER BLACK CARTRIDGE	8183386	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER RED CARTRIDGE	1596832	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i1800 CONSUMABLES KIT	1084755	01/01/11	1	\$ 351.00		N/A	Customer
i600/i700/i1800 Ex-LARGE CONSUMABLES KIT	8426157	01/01/11	1	\$ 1,341.00		N/A	Customer
i600/i700/i1800 WHITE BACKGROUND ACCESSORY	8949000	01/01/11	1	\$ 43.00		N/A	Customer

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 • “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
i600/i700/i1800 BLACK BACKGROUND ACCESSORY	8014755	01/01/11	1	\$ 43.00		N/A	Customer
i600/i700/i1800 ULTRALIGHT FEEDER KIT	8965279	01/01/11	1	\$ 649.00		N/A	Customer
i600/i700/i1800 IMAGING GUIDES	1976703	01/01/11	1	\$ 138.00		N/A	Customer
i600/i700/i1800 XXL CONSUMABLES KIT	1343680	01/01/11	1	\$ 2,434.00		N/A	Customer
i200/i600/i700/i1400 PRINTER INK BLOTTERS	8405425	01/01/11	1	\$ 91.00		N/A	Customer
i600/i700/i1400 ENHANCED PRINTER INK CARTRIDGE CARRIER	1133842	01/01/11	1	\$ 45.00		N/A	Customer
KODAK NGENUITY 9150 SCANNER AND CARE KITS							
KODAK NGENUITY 9150 - 150ppm	8517476		1	\$ 35,000.00	Yes	W-06	Customer
KODAK NGENUITY 9150DC CARE KIT 1YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8353534		1	\$ 4,718.00		N/A	N/A
KODAK NGENUITY 9150DC CARE KIT 2YR EXTENDED WARRANTY 4HR RESPONSE 1PM	8735979		1	\$ 10,127.00		N/A	N/A
KODAK NGENUITY 9150DC CARE KIT 3YR EXTENDED WARRANTY 4HR RESPONSE 1PM	1265321		1	\$ 14,703.00		N/A	N/A
KODAK NGENUITY 9150DC CARE KIT 1YR POST WARRANTY 4HR RESPONSE 1PM	1831247		1	\$ 6,290.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
FRONT/REAR PRINTER KIT FOR NGENUITY	8634230	01/01/11	1	\$ 1,442.00		W-06	Customer
GLASS FLAT ASSEMBLY, NGENUITY	1620640	01/01/11	1	\$ 29.00		N/A	Customer
SMALL ROLLER KIT, NGENUITY	1766674	01/01/11	1	\$ 371.00		N/A	Customer
MEDIUM ROLLER KIT, NGENUITY	8443491	01/01/11	1	\$ 1,102.00		N/A	Customer
LARGE ROLLER KIT, NGENUITY	1158153	01/01/11	1	\$ 2,215.00		N/A	Customer
BLOWER BRUSH	1797158	01/01/11	1	\$ 20.00		N/A	Customer
KIT, CAMERA CALIBRATION, NGENUITY	1998103	01/01/11	1	\$ 33.00		N/A	Customer
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	Customer
DS TRANSPORT CLEANING SHEETS	1690783	01/01/11	1	\$ 33.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	N/A
TECH WIPES (10 in case)	1651975	01/01/11	1	\$ 28.00		N/A	Customer
KODAK i1800 SCANNER AND CARE KITS							
KODAK i1840 SCANNER - 160ppm	8236697		1	\$ 67,000.00	Yes	W-06	Kodak
KODAK i1860 SCANNER - 200ppm	8761850		1	\$ 85,000.00	Yes	W-06	Kodak
i1840 CARE KIT 1YR EXTENDED WARRANTY	1483825		1	\$ 6,614.00	Yes	N/A	N/A
i1840 CARE KIT 2YR EXTENDED WARRANTY	1685684		1	\$ 13,889.00	Yes	N/A	N/A
i1840 CARE KIT 3YR EXTENDED WARRANTY	1934322		1	\$ 19,402.00	Yes	N/A	N/A
i1840 CARE KIT POST WARRANTY	8728651		1	\$ 8,664.00		N/A	N/A
i1860 CARE KIT 1YR EXTENDED WARRANTY	1955327		1	\$ 7,665.00	Yes	N/A	N/A
i1860 CARE KIT 2YR EXTENDED WARRANTY	1626373		1	\$ 16,097.00	Yes	N/A	N/A
i1860 CARE KIT 3YR EXTENDED WARRANTY	8140469		1	\$ 22,485.00	Yes	N/A	N/A
i1860 CARE KIT POST WARRANTY	8851065		1	\$ 10,197.00		N/A	N/A
KODAK i1800 Printer CARE KIT 1YR EXTENDED WARR	8819963		1	\$ 1,300.00		N/A	N/A
KODAK i1800 Printer CARE KIT 2YR EXTENDED WARR	8853384		1	\$ 3,032.00		N/A	N/A
KODAK i1800 Printer CARE KIT 3YR EXTENDED WARR	8436107		1	\$ 4,765.00		N/A	N/A
Kodak i1800 Printer CARE KIT POST WARRANTY	1612183		1	\$ 1,680.00		N/A	N/A
ACCESSORIES AND CONSUMABLES							
KODAK UPGRADE KIT i1840 to i1860	1889039		1	\$ 21,600.00		W-06	Kodak

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
KODAK i1800 MANUAL FEEDER	8741894	01/01/11	1	\$ 752.00		N/A	Customer
KODAK i1800 HIGH RESOLUTION PRINTER ACCESSORY	8150237	01/01/11	1	\$ 16,223.00		W-06	Kodak
KODAK i1800 HIGH-RESOLUTION PRINTER MAINTENANCE KIT	8776254	01/01/11	1	\$ 113.00		N/A	Customer
i600/i700/i1800 WHITE BACKGROUND ACCESSORY	8949000	01/01/11	1	\$ 43.00		N/A	Customer
i600/i700/i1800 BLACK BACKGROUND ACCESSORY	8014755	01/01/11	1	\$ 43.00		N/A	Customer
i600/i700/i1800 ULTRALIGHT FEEDER KIT	8965279	01/01/11	1	\$ 649.00		N/A	Customer
i600/i700/i1800 IMAGING GUIDES	1976703	01/01/11	1	\$ 138.00		N/A	Customer
i600/i700/i1800 CONSUMABLES KIT	1084755	01/01/11	1	\$ 351.00		N/A	Customer
i600/i700/i1800 XL CONSUMABLES KIT	8426157	01/01/11	1	\$ 1,341.00		N/A	Customer
i600/i700/i1800 XXL CONSUMABLES KIT	1343680	01/01/11	1	\$ 2,434.00		N/A	Customer
KODAK i1800 PRINTER INK BLOTTER-FRONT	1257633	01/01/11	1	\$ 206.00		N/A	Customer
KODAK i1800 PRINTER INK BLOTTER-REAR	1141472	01/01/11	1	\$ 135.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER BLACK CARTRIDGE	8183386	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER RED CARTRIDGE	1596832	01/01/11	1	\$ 383.00		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	8221376	01/01/11	1	\$ 486.00		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	8221376	01/01/11	2	\$ 448.00		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	8221376	01/01/11	4	\$ 396.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	1456532	01/01/11	1	\$ 538.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	1456532	01/01/11	2	\$ 497.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 70	1456532	01/01/11	4	\$ 440.00		N/A	Customer
Software, Care Kits, Accessories and Consumables for Discontinued Kodak Scanners							
KODAK i5x, i6x and i8x SCANNER ACCESSORIES							
KODAK FEED MODUL F/SCNR i50/i55/i60/i65/i80	1623362	01/01/11	1	\$ 41.00		N/A	Customer
KODAK i55/i65 FEED ROLLER KIT	1544303	01/01/11	1	\$ 38.00		N/A	Customer
KODAK SCAN STATION 100 CARE KITS AND ACCESSORIES							
SCAN STATION 100-120 CARE KIT POST WARRANTY	8360141		1	\$ 331.00		N/A	N/A
SCAN STATION 100-120 CARE KIT 2YR EXTENDED WARRANTY	8583320		1	\$ 221.00	Yes	N/A	N/A
SCAN STATION 100-120 CARE KIT 3YR EXTENDED WARRANTY	8406035		1	\$ 441.00	Yes	N/A	N/A
KODAK FEED MODULE	1747849	01/01/11	1	\$ 41.00		N/A	Customer
128 MB USB DRIVE (5) PACK	1251842	01/01/11	1	\$ 135.00		N/A	Customer
FAX MODEM FOR SS100	1280528	01/01/11	1	\$ 130.00		N/A	Customer
USB REPLACEMENT CONNECTOR	8445306	01/01/11	1	\$ 42.00		N/A	Customer
KODAK i100 SERIES SCANNER CARE KITS, ACCESSORIES AND CONSUMABLES							
i150 i160 CARE KIT POST WARRANTY	1185040		1	\$ 962.00		N/A	N/A
i100 WHITE BACKGROUND ACCESSORY	8293599	01/01/11	1	\$ 107.00		N/A	Customer
i100/i200/i1400 FEEDER CONSUMABLE KIT	1241066	01/01/11	1	\$ 238.00		N/A	Customer
i100/i200/i1400 EXTRA LARGE FEEDER CONSUMABLES KIT	8215808	01/01/11	1	\$ 860.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	N/A
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	N/A
IMG GUIDE i250/i260 MOD.3,i280,i1xx	1200278	01/01/11	1	\$ 107.00		N/A	N/A
RELOCATION KIT FOR i150 SCANNERS	1062603	01/01/11	1	\$ 169.00		N/A	Customer

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
RELOCATION KIT FOR i160 SCANNERS	1689918	01/01/11	1	\$ 169.00		N/A	Customer
KODAK PHOTO SCANNING SYSTEM ACCESSORY AND CARE KITS							
BRILLIANIZE Detailer Wipes for KODAK Scanners (availably only for Picture Saver and s1220 Photo Scanning Systems)	8266488	01/01/11	1	\$ 11.00		N/A	N/A
s1220 CARE KIT 2YR AUR EXTENDED WARRANTY	1937911		1	\$ 276.00	Yes	N/A	N/A
s1220 CARE KIT 3YR AUR EXTENDED WARRANTY	8241994		1	\$ 441.00	Yes	N/A	N/A
KODAK i200 Series SCANNER CARE KITS AND ACCESSORIES A405ACCESSORIES, CONSUMABLES AND CARE KITS							
i250 i260 i280 CARE KIT POST WARRANTY	8554149		1	\$ 1,042.00		N/A	N/A
i250 i260 i280 CARE KIT POST WARRANTY 1PM	8166480		1	\$ 1,304.00		N/A	N/A
KODAK i200 WIPER ACCESSORY	8546079	01/01/11	1	\$ 146.00		N/A	Customer
KODAK i200 SERIES IMPRINTER	8927964	01/01/11	1	\$ 1,028.00		W-03	Customer
KODAK i200 CALIBRATION KIT	1317304	01/01/11	1	\$ 22.00		N/A	Customer
i800/3/4/7/9/i1400 PRINTER INK CARTRIDGE	1355155	01/01/11	1	\$ 302.00		N/A	Customer
i200/i800/3/4/i1400 PRINTER INK CARTRIDGE CARRIER	8267486	01/01/11	1	\$ 45.00		N/A	Customer
DS TRANPORT CLEANING SHEETS	1690783	01/01/11	1	\$ 33.00		N/A	Customer
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	Customer
DS CALIBRATION TARGET PACK FOR SCNR	1271436	01/01/11	1	\$ 6.00		N/A	Customer
i100/i200/i1400 FEEDER CONSUMABLE KIT	1241066	01/01/11	1	\$ 238.00		N/A	Customer
i100/i200/i1400 XXL FEEDER CONSUMABLES KIT	8215808	01/01/11	1	\$ 860.00		N/A	Customer
i200/i600/i700/i1400 PRINTER INK BLOTTERS	8405425	01/01/11	1	\$ 91.00		N/A	Customer
IMG GUIDE i250/i260 MOD.3,i280,i1xx	1200278	01/01/11	1	\$ 107.00		N/A	Customer
i200/i800/i200/i1400 INK BLOTTERS	1401728	01/01/11	1	\$ 91.00		N/A	Customer
KODAK TRUPER 3200/3600 CARE KITS							
KODAK BBH TRUPER 3200/3600 PW NBD 1YR CARE KIT	8954851		1	\$ 1,261.00		N/A	N/A
KODAK BBH TRUPER 3200/3600 PW 4HR 1YR CARE KIT	1747682		1	\$ 1,412.00		N/A	N/A
KODAK i600 SERIES CARE KITS							
i610 CARE KIT POST WARRANTY	8525941		1	\$ 3,290.00		N/A	N/A
i610 CARE KIT POST WARRANTY 2PM	1586247		1	\$ 3,540.00		N/A	N/A
i610 CARE KIT POST WARRANTY 4PM	8340341		1	\$ 4,040.00		N/A	N/A
i620 CARE KIT POST WARRANTY	1396811		1	\$ 3,780.00		N/A	N/A
i620 CARE KIT POST WARRANTY 4PM	8739369		1	\$ 4,030.00		N/A	N/A
i620 CARE KIT POST WARRANTY 4PM	8450108		1	\$ 4,530.00		N/A	N/A
i640 CARE KIT POST WARRANTY	8724213		1	\$ 5,180.00		N/A	N/A
i660 CARE KIT POST WARRANTY	8230666		1	\$ 6,580.00		N/A	N/A
Kodak i600 Upgrade Kits							
i610 TO i620 UPGRADE KIT	1276013		1	\$ 9,400.00		N/A	Kodak
i610 TO i640 UPGRADE KIT	8448904		1	\$ 14,000.00		N/A	Kodak
i610 TO i660 UPGRADE KIT	1994086		1	\$ 19,000.00		N/A	Kodak

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i620 TO i640 UPGRADE KIT	1320860		1	\$ 6,800.00		N/A	Kodak
i620 TO i660 UPGRADE KIT	1899731		1	\$ 12,000.00		N/A	Kodak
i640 TO i660 UPGRADE KIT	1752591		1	\$ 7,900.00		N/A	Kodak
KODAK i800 ACCESSORIES CARE KITS AND UPGRADE KITS							
KODAK UPGRADE KIT TO i820 SCANNER	8747941		1	\$ 15,000.00		N/A	Kodak
KODAK UPGRADE KIT TO i830 SCANNER	8919698		1	\$ 20,000.00		N/A	Kodak
KODAK UPGRADE KIT TO i840 SCANNER	1201441		1	\$ 25,000.00		N/A	Kodak
i810 i820 CARE KIT POST WARRANTY	8205676		1	\$ 8,765.00		N/A	N/A
i810, i820 CARE KIT 3Yr POST WARRANTY	1223080		1	\$ 22,351.00		N/A	N/A
i830 i840 CARE KIT POST WARRANTY	8963696		1	\$ 11,269.00		N/A	N/A
i830, i840 Care Kit 3Yr POST WARRANTY	1921816		1	\$ 28,736.00		N/A	N/A
KODAK i800 MANUAL FEEDER	1833839	01/01/11	1	\$ 752.00		N/A	Customer
FEEDER CONSUMABLES KIT F/i800 SCNRS	8389181	01/01/11	1	\$ 757.00		N/A	Customer
CALIBRATION KIT F/i800 SCANNERS	1491869	01/01/11	1	\$ 133.00		N/A	Customer
i200/i800/i200/i1400 INK BLOTTERS	1401728	01/01/11	1	\$ 91.00		N/A	Customer
IMAGING GUIDE SET F/i800 SCANNERS	1564418	01/01/11	1	\$ 138.00		N/A	Customer
WHITE IMG LMP SCN 5/18/3/4/5/7 CTN1	8766545	01/01/11	1	\$ 87.00		N/A	Customer
ULTRALTWGT PAPER FEEDER KIT F/i800	8803041	01/01/11	1	\$ 757.00		N/A	Customer
i200/i800/3/4/i1400 PRINTER INK CARTRIDGE CARRIER	8267486	01/01/11	1	\$ 45.00		N/A	Customer
i800/3/4/7/9/i1400 PRINTER INK CARTRIDGE	1355155	01/01/11	1	\$ 302.00		N/A	Customer
EXTRA LARGE FEEDER CONSUM KIT/i800	1354075	01/01/11	1	\$ 2,650.00		N/A	Customer
i800 ENHANCED PRINTER ACCY	8207565	01/01/11	1	\$ 2,704.00		N/A	Kodak
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER BLACK CARTRIDGE	8183386	01/01/11	1	\$ 383.00		N/A	Customer
i600/i700/i800/i1800/i1400/i4000 ENHANCED PRINTER RED CARTRIDGE	1596832	01/01/11	1	\$ 383.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER CARE KITS AND ACCESSORIES							
1500 2500 CARE KIT POST WARRANTY	1629153		1	\$ 1,244.00		N/A	N/A
3500 3510 3520D CARE KIT POST WARRANTY	8767535		1	\$ 2,820.00		N/A	N/A
3520DP CARE KIT POST WARRANTY	1287820		1	\$ 4,401.00		N/A	N/A
3590C 4500D CARE KIT POST WARRANTY	1572650		1	\$ 3,971.00		N/A	N/A
4500DP CARE KIT POST WARRANTY	1701358		1	\$ 4,632.00		N/A	N/A
7520D CARE KIT POST WARRANTY	1788231		1	\$ 9,198.00		N/A	N/A
7520S CARE KIT POST WARRANTY	1370212		1	\$ 8,316.00		N/A	N/A
9520S CARE KIT POST WARRANTY	8150799		1	\$ 14,025.00		N/A	N/A
9520D CARE KIT POST WARRANTY	1408145		1	\$ 16,429.00		N/A	N/A
DS ROLLER EXCHANGE KIT/F SCN 2500D	1775485	01/01/11	1	\$ 357.00		N/A	Customer
DS ROLLER EXCG KIT/SCN 1500S/1500D	1912427	01/01/11	1	\$ 357.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER 3000 SERIES ACCESSORIES							
PTR INK BLOTTERS FOR 3000/4000 SCNR	8394306	01/01/11	1	\$ 15.00		N/A	Customer
DS ROLLER CLEANING PADS	8535981	01/01/11	1	\$ 20.00		N/A	Customer
DS IMG GUIDE/FOR SCANNER 3500	8066318	01/01/11	1	\$ 78.00		N/A	Customer
DS FEED MODULE 150/SCANNER 3500	1537240	01/01/11	1	\$ 163.00		N/A	Customer

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
DS OUTPUT DEFLECTOR/SCANNER 3500	8583858	01/01/11	1	\$ 14.00		N/A	Customer
STATICIDE WIPES F IMGLK & SCANNERS	8965519	01/01/11	1	\$ 45.00		N/A	Customer
DS OUTPUT TRAY/FOR SCANNER 3500	1816826	01/01/11	1	\$ 104.00		N/A	Customer
DS RELOCATION KIT F SCANNER 3500	8256083	01/01/11	1	\$ 151.00		N/A	Customer
SEPRTN ROLLER KIT F/3XX/4XX SCANNER	8280604	01/01/11	1	\$ 104.00		N/A	Customer
DS ENHANCED OUTPUT TRAY/F 3000 SCN	8767485	01/01/11	1	\$ 487.00		N/A	Customer
FRONT IMAGING GUIDE FOR 3590C	1569664	01/01/11	1	\$ 102.00		N/A	Customer
MAINTENANCE KIT/F 3000 SCANNER	8546012	01/01/11	1	\$ 314.00		N/A	Customer
DS CALIBRATION TARGET PACK FOR SCNR	1271436	01/01/11	1	\$ 6.00		N/A	Customer
250 FEED MOD KIT F/35X/45X SCANNERS	1085992	01/01/11	1	\$ 271.00		N/A	Customer
SEPRTN ROLLER TYPE 2 3000/4000 SCNR	1588052	01/01/11	1	\$ 135.00		N/A	Customer
DS TRANSPORT CLEANING SHEETS	1690783	01/01/11	1	\$ 33.00		N/A	Customer
35XX/45XX SEP ROLLER KIT XL	1397785	01/01/11	1	\$ 379.00		N/A	Customer
250 FEED MOD KIT-EXLARGE 35X/45X	1068493	01/01/11	1	\$ 725.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER 4500 SERIES ACCESSORIES							
DS CALIBRATION TARGET PACK FOR SCNR	1271436	01/01/11	1	\$ 6.00		N/A	Customer
INK CARTRIDGE CARRIER F 3/4000 SCNR	8384885	01/01/11	1	\$ 45.00		N/A	Customer
IMAGING GUIDE FOR 4000 SCANNERS	8250698	01/01/11	1	\$ 102.00		N/A	Customer
250 FEED MOD KIT F/35X/45X SCANNERS	1085992	01/01/11	1	\$ 271.00		N/A	Customer
SEPRTN ROLLER KIT F/3XX/4XX SCANNER	8280604	01/01/11	1	\$ 104.00		N/A	Customer
35XX/45XX SEP ROLLER KIT XL	1397785	01/01/11	1	\$ 379.00		N/A	Customer
250 FEED MOD KIT-XL 35X/45X	1068493	01/01/11	1	\$ 725.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNERS 3/5/7xxx IMAGING DROP OUT COLOR ELEMENTS							
DROP-OUT CLR ELM BLE 3/5/7000 CTN/2	8001307	01/01/11	1	\$ 287.00		N/A	Customer
DROP-OUT CLR ELM GRN 3/5/7000 CTN/2	1329812	01/01/11	1	\$ 287.00		N/A	Customer
DROP-OUT CLR ELM RED 3/5/7000 CTN/2	1260884	01/01/11	1	\$ 287.00		N/A	Customer
WHITE IMG LMP SCN 5/18/3/4/5/7 CTN1	8766545	01/01/11	1	\$ 87.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER 9000/7500/5500 ACCESSORIES							
ADF REPL KIT F/5/7/9000 SCN	8346538	01/01/11	1	\$ 812.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER 9500/900/923 IMAGING COLOR ELEMENTS							
RED IMAG COLOR ELMT 900/923 CTN/2	1759893	01/01/11	1	\$ 287.00		N/A	Customer
GREEN IMAG COLOR ELMT 900/923 CTN/2	1049675	01/01/11	1	\$ 287.00		N/A	Customer
BLUE IMAG COLOR ELMT 900/923 CTN/2	1600410	01/01/11	1	\$ 287.00		N/A	Customer
KODAK DIGITAL SCIENCE DOCUMENT SCANNER 990 IMAGING COLOR ELEMENTS							
RED IMAG COLOR ELMT (16 INCH) CTN/1	1622851	01/01/11	1	\$ 294.00		N/A	Customer
GREEN IMAG CLR ELMT (16INCH) CTN/1	1934140	01/01/11	1	\$ 294.00		N/A	Customer
WHITE IMAG CLR ELMT (16INCH) CTN/1	8162190	01/01/11	1	\$ 294.00		N/A	Customer
RED DRPOUT CLR EL F/DC/SCN/AR CTN/1	8060824	01/01/11	1	\$ 139.00		N/A	Customer

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BB&H SPECTRUM SCANNER CARE KITS, ACCESSORIES, AND CONSUMABLES							
BBH SPECTRUM XF 8090 PW NBD 1YR CARE KIT	1601442		1	\$ 2,860.00		N/A	N/A
BBH SPECTRUM XF 8090 PW 4HR 1YR CARE KIT	8825127		1	\$ 3,203.00		N/A	N/A
BBH SPECTRUM XF 8120 PW NBD 1YR CARE KIT	8921827		1	\$ 3,517.00		N/A	N/A
BBH SPECTRUM XF 8120 PW 4HR 1YR CARE KIT	1989250		1	\$ 3,939.00		N/A	N/A
BBH SPECTRUM XF 8140 PW NBD 1YR CARE KIT	1682913		1	\$ 5,600.00		N/A	N/A
BBH SPECTRUM XF 8140 PW 4HR 1YR CARE KIT	1174705		1	\$ 6,272.00		N/A	N/A
SKIMMER WEIGHT KIT FOR SPECTRUM	8316846	01/01/11	1	\$ 61.00		W-06	Customer
WIRE BAIL EXTENDER - SPECTRUM	8608341	01/01/11	1	\$ 33.00		W-06	Customer
CALIBRATION CONTROL SHEET KIT	8294993	01/01/11	1	\$ 10.00		N/A	Customer
COLORACD UPGRADE SPECTRUM 8125	8453243	01/01/11	1	\$ 14,054.00		W-06	Customer
SPECTRUM TABLE	8621716	01/01/11	1	\$ 2,704.00		N/A	Customer
SPECTRUM VRS 4.0 UPG.KIT	8914822	01/01/11	1	\$ 319.00		W-06	Customer
DELUXE COLORACD UPGRADE 8100	1879071	01/01/11	1	\$ 11,620.00		W-06	Customer
DELUXE COLORACD UPGRADE 8125	1572718	01/01/11	1	\$ 16,217.00		W-06	Customer
REPLACEMENT SKIMMER TIRE, 8000	8756371	01/01/11	1	\$ 33.00		N/A	Customer
SKIMMER MODULE FOR 8000	1781038	01/01/11	1	\$ 609.00		N/A	Customer
REVERSE ROLLER FOR 8000	8828022	01/01/11	1	\$ 211.00		N/A	Customer
ROLLER KIT, D8, ADF, INFEED CSII	8873853	01/01/11	1	\$ 184.00		N/A	Customer
SEPARATOR ROLLER	8857971	01/01/11	1	\$ 68.00		N/A	Customer
SEPARATOR ROLLER FOR SPECTRUM	8167678	01/01/11	1	\$ 582.00		N/A	Customer
REPLACEMT SKIMMER FLAG, SPECTRUM	1808062	01/01/11	1	\$ 3.00		N/A	Customer
PRINTER INK CARTRIDGE, SPECTRUM	8807430	01/01/11	1	\$ 52.00		N/A	Customer
CAMERA CALIBRATION KIT, SPECTRUM	1689728	01/01/11	1	\$ 60.00		N/A	Customer
REPLACEMENT LAMP, SPECTRUM CTN/2	1289610	01/01/11	1	\$ 103.00		N/A	Customer
LAMP ASSEMBLY 8000+	8112419	01/01/11	1	\$ 79.00		N/A	Customer
8000 PLUS PRODUCTIVITY UPGRADE	8489577	01/01/11	1	\$ 541.00		N/A	Customer
8000 PLUS - EXTENDED EXIT TRAY	1451012	01/01/11	1	\$ 433.00		N/A	Customer
CAMERA CALIBRATION KIT-SPECTRM	1570415	01/01/11	1	\$ 60.00		N/A	Customer
GLASS-TRANSPORT	1473669	01/01/11	1	\$ 12.00		N/A	Customer
KIT, SKIMMER ASSY, MOLDED	1569128	01/01/11	1	\$ 379.00		N/A	Customer
KIT, SEPARATOR ROLLER	8090300	01/01/11	1	\$ 76.00		N/A	Customer
KIT, CAMERA CALIB.,SPECTRUM XF	8626004	01/01/11	1	\$ 48.00		N/A	Customer
ROLLER ASSEMBLY, SKIMMER	8704801	01/01/11	1	\$ 163.00		N/A	Customer

GSA (General Services Administration) Schedules are contracts between vendors and the US Government to facilitate buying of products and services. GSA schedules are the preferred, often mandated, vehicles for federal government purchases. Once reserved only for federal government use, in recent years, state, local and municipal government and tribal nations are now authorized to purchase from GSA schedules. To sell via GSA, your company must have a GSA schedule (see the following link for additional information: <http://www.gsa.gov>).

Description	Catalog#	Eff Date	Qty		Eligible for Sales Reg	Warranty	Installed By
KODAK NETWORK SCANNERS							
Kodak SCAN STATION 500							
KODAK SCAN STATION 500 FOR GOVT - 30ppm	8044661		1	\$ 2,495.00	Yes	W-10	Customer
KODAK WORKGROUP SCANNERS							
Kodak i1220 Scanners							
KODAK i1220 PLUS SCANNER FOR GOVT - 45ppm	1359249		1	\$ 1,199.00	Yes	W-05	Customer
KODAK DEPARTMENTAL SCANNERS							
Kodak i1320 Scanners							
KODAK i1320 PLUS SCANNER FOR GOVT - 60ppm	1421080		1	\$ 1,895.00	Yes	W-05	Customer
KODAK PRODUCTION SCANNERS							
KODAK LOW VOLUME PRODUCTION SCANNERS							
Kodak i1400/i4200 Series Scanners							
KODAK i1405 SCANNER FOR GOVT - 45ppm	8289837		1	\$ 3,995.00	Yes	W-11	Customer
KODAK i1420 SCANNER FOR GOVT - 60ppm	8276941		1	\$ 4,995.00	Yes	W-11	Customer
KODAK i1440 SCANNER FOR GOVT - 75ppm	1380294		1	\$ 5,995.00	Yes	W-11	Customer
KODAK i4200 SCANNER FOR GOVT - 100ppm	8237018		1	\$ 9,995.00	Yes	W-11	Customer
KODAK MID VOLUME PRODUCTION SCANNERS							
Kodak i4600/i600/i700 Series Scanners							
KODAK i4600 SCANNER FOR GOVT - 120ppm	1269265		1	\$ 14,995.00	Yes	W-11	Customer
KODAK i730 SCANNER FOR GOVT - 90ppm	1972504		1	\$ 22,000.00	Yes	W-06	Customer
KODAK i750 SCANNER FOR GOVT - 115ppm	1874395		1	\$ 30,000.00	Yes	W-06	Customer
KODAK HIGH VOLUME PRODUCTION SCANNERS							
Kodak i700 Series Scanners							
KODAK i780 SCANNER FOR GOVT - 130ppm	8619108		1	\$ 35,000.00	Yes	W-06	Customer
Kodak i1840 and i1860 Series Scanners							
KODAK i1840 SCANNER FOR GOVT - 160ppm	8914509		1	\$ 67,000.00	Yes	W-06	Kodak
KODAK i1860 SCANNER FOR GOVT - 200ppm	1238195		1	\$ 85,000.00	Yes	W-06	Kodak

See the Capture Worksheet for accessories, consumables and care kits.

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales		Warranty	Installed By
					Reg			
A								
KODAK Capture Pro Software for Group A								
KODAK Capture Pro Software Group A Scanners (A2)	8458911		1	\$ 499.00	Yes		N/A	Customer
KCPro Group A Care Kit 2YR (A2)	1282755	01/01/11	1	\$ 164.00			N/A	N/A
KODAK Capture Pro Software Group A Scanners (A3)	1557883		1	\$ 499.00	Yes		N/A	Customer
KCPro Group A Care Kit 3YR (A3)	1725472	01/01/11	1	\$ 202.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software for Group A								
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group A								
v6.x to Capture Pro Software Group A scanners (A2)	8603714		1	\$ 200.00	Yes		N/A	Customer
KCPro Group A Care Kit 2YR (A2)	1282755	01/01/11	1	\$ 164.00			N/A	N/A
v6.x to Capture Pro Software Group A scanners (A3)	8490203		1	\$ 200.00	Yes		N/A	Customer
KCPro Group A Care Kit 3YR (A3)	1725472	01/01/11	1	\$ 202.00			N/A	N/A
B								
KODAK Capture Pro Software for Group B								
KODAK Capture Pro Software Group B scanners (B2)	1333731		1	\$ 800.00	Yes		N/A	Customer
KCPro Group B Care Kit 2YR (B2)	8685885	01/01/11	1	\$ 262.00			N/A	N/A
KODAK Capture Pro Software Group B scanners (B3)	8342693		1	\$ 800.00	Yes		N/A	Customer
KCPro Group B Care Kit 3YR (B3)	8823023	01/01/11	1	\$ 323.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group B								
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group B								
v6.x to Capture Pro Software Group B scanners (B2)	1597632		1	\$ 320.00	Yes		N/A	Customer
KCPro Group B Care Kit 2YR (B2)	8685885	01/01/11	1	\$ 262.00			N/A	N/A
v6.x to Capture Pro Software Group B scanners (B3)	1455401		1	\$ 320.00	Yes		N/A	Customer
KCPro Group B Care Kit 3YR (B3)	8823023	01/01/11	1	\$ 323.00			N/A	N/A
UPGRADE TO: Capture Pro Group B - from Capture Pro Group A								
UPGRADE TO: Capture Pro Group B - from Capture Pro Group A								
Upgrade Capture Pro from Group A to Group B (B2)	8767170		1	\$ 300.00	Yes		N/A	Customer
KCPro Group B Care Kit 2YR (B2)	8685885	01/01/11	1	\$ 262.00			N/A	N/A
C								
Capture Pro for Group C								
KODAK Capture Pro software Group C scanners (C1)	1860345		1	\$ 1,495.00	Yes		N/A	Customer
KCPro Group C Care Kit 1YR (C1)	1037621	01/01/11	1	\$ 288.00			N/A	N/A
KODAK Capture Pro Software Group C scanners (C2)	8283988		1	\$ 1,495.00	Yes		N/A	Customer
KCPro Group C Care Kit 2YR (C2)	8488058	01/01/11	1	\$ 489.00			N/A	N/A
KODAK Capture Pro Software Group C scanners (C3)	8407231		1	\$ 1,495.00	Yes		N/A	Customer
KCPro Group C Care Kit 3YR (C3)	8555013	01/01/11	1	\$ 734.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group C								
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group C								
v6.x to Capture Pro Software Group C scanners (C1)	1240233		1	\$ 598.00	Yes		N/A	Customer

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales		Warranty	Installed By
					Reg			
KCPro Group C Care Kit 1YR (C1)	1037621	01/01/11	1	\$ 288.00			N/A	N/A
v6.x to Capture Pro Software Group C scanners (C2)	8386617		1	\$ 598.00	Yes		N/A	Customer
KCPro Group C Care Kit 2YR (C2)	8488058	01/01/11	1	\$ 489.00			N/A	N/A
v6.x to Capture Pro Software Group C scanners (C3)	1935246		1	\$ 598.00	Yes		N/A	Customer
KCPro Group C Care Kit 3YR (C3)	8555013	01/01/11	1	\$ 734.00			N/A	N/A
UPGRADE TO: Capture Pro Group C - from Capture Pro Group A, B								
Upgrade Capture Pro from Group A to Group C (C1)	8568784		1	\$ 996.00	Yes		N/A	Customer
KCPro Group C Care Kit 1YR (C1)	1037621	01/01/11	1	\$ 288.00			N/A	N/A
Upgrade Capture Pro from Group B to Group C (C1)	8097826		1	\$ 695.00	Yes		N/A	Customer
KCPro Group C Care Kit 1YR (C1)	1037621	01/01/11	1	\$ 288.00			N/A	N/A

D

Capture Pro for Group D

KODAK Capture Pro Software Group D scanners (D1)	8139693		1	\$ 2,100.00	Yes		N/A	Customer
KCPro Group D Care Kit 1YR (D1)	1392620	01/01/11	1	\$ 404.00			N/A	N/A
KODAK Capture Pro Software Group D scanners (D2)	1881812		1	\$ 2,100.00	Yes		N/A	Customer
KCPro Group D Care Kit 2YR (D2)	1126796	01/01/11	1	\$ 688.00			N/A	N/A
KODAK Capture Pro Software Group D scanners (D3)	8499212		1	\$ 2,100.00	Yes		N/A	Customer
KCPro Group D Care Kit 3YR (D3)	8626814	01/01/11	1	\$ 850.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group D								
v6.x to Capture Pro software Group D scanners (D1)	1256049		1	\$ 840.00	Yes		N/A	Customer
KCPro Group D Care Kit 1YR (D1)	1392620	01/01/11	1	\$ 404.00			N/A	N/A
v6.x to Capture Pro software Group D scanners (D2)	1834621		1	\$ 840.00	Yes		N/A	Customer
KCPro Group D Care Kit 2YR (D2)	1126796	01/01/11	1	\$ 688.00			N/A	N/A
v6.x to Capture Pro software Group D scanners (D3)	8584831		1	\$ 840.00	Yes		N/A	Customer
KCPro Group D Care Kit 3YR (D3)	8626814	01/01/11	1	\$ 850.00			N/A	N/A
UPGRADE TO: Capture Pro Group D - from Capture Pro Group A, B, C								
Upgrade Capture Pro from Group A to Group D (D1)	8408882		1	\$ 1,600.00	Yes		N/A	Customer
KCPro Group D Care Kit 1YR (D1)	1392620	01/01/11	1	\$ 404.00			N/A	N/A
Upgrade Capture Pro from Group B to Group D (D1)	8170763		1	\$ 1,300.00	Yes		N/A	Customer
KCPro Group D Care Kit 1YR (D1)	1392620	01/01/11	1	\$ 404.00			N/A	N/A
Upgrade Capture Pro from Group C to Group D (D1)	1910058		1	\$ 605.00	Yes		N/A	Customer
KCPro Group D Care Kit 1YR (D1)	1392620	01/01/11	1	\$ 404.00			N/A	N/A

DX

Capture Pro for Group DX

KODAK Capture Pro Software Group DX scanners (DX1)	1264753		1	\$ 4,500.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales		Warranty	Installed By
					Reg			
KODAK Capture Pro Software Group DX scanners (DX2)	8179962		1	\$ 4,500.00	Yes		N/A	Customer
KCPro Group DX Care Kit 2 YR (DX2)	1063791	01/01/11	1	\$ 1,493.00			N/A	N/A
KODAK Capture Pro Software Group DX scanners (DX3)	1700418		1	\$ 4,500.00	Yes		N/A	Customer
KCPro Group DX Care Kit 3YR (DX3)	1707827	01/01/11	1	\$ 1,830.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group DX								
Upgrade v6.x to Capture Pro Software Group DX scanners (DX1)	8101404		1	\$ 1,800.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A
Upgrade v6.x to Capture Pro Software Group DX scanners (DX2)	1782929		1	\$ 1,800.00	Yes		N/A	Customer
KCPro Group DX Care Kit 2 YR (DX2)	1063791	01/01/11	1	\$ 1,493.00			N/A	N/A
Upgrade v6.x to Capture Pro Software Group DX scanners (DX3)	1401355		1	\$ 1,800.00	Yes		N/A	Customer
KCPro Group DX Care Kit 3YR (DX3)	1707827	01/01/11	1	\$ 1,830.00			N/A	N/A
UPGRADE TO: Capture ProGroup DX- from Capture Pro Group A, B, C, D								
Upgrade Capture Pro from Group A to DX (DX1)	1343482		1	\$ 4,000.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A
Upgrade Capture Pro from Group B to DX (DX1)	1371335		1	\$ 3,700.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A
Upgrade Capture Pro from Group C to DX (DX1)	1396407		1	\$ 3,000.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A
UpgradeCapture Pro from Group D to DX (DX1)	1543412		1	\$ 2,400.00	Yes		N/A	Customer
KCPro Group DX Care Kit 1 YR (DX1)	1462431	01/01/11	1	\$ 867.00			N/A	N/A

E

Capture Pro for Group E

KODAK Capture Pro Software Group E scanners (E1)	8383697		1	\$ 7,300.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
KODAK Capture Pro Software Group E scanners (E2)	1909217		1	\$ 7,300.00	Yes		N/A	Customer
KCPro Group E Care Kit 2YR (E2)	8945883	01/01/11	1	\$ 2,372.00			N/A	N/A
KODAK Capture Pro Software Group E scanners (E3)	8774523		1	\$ 7,300.00	Yes		N/A	Customer
KCPro Group E Care Kit 3YR (E3)	1201276	01/01/11	1	\$ 2,930.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group E								
v6.x to Capture Pro Software Group E scanners (E1)	8471575		1	\$ 2,900.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
v6.x to Capture Pro Software Group E scanners (E2)	8218844		1	\$ 2,900.00	Yes		N/A	Customer
KCPro Group E Care Kit 2YR (E2)	8945883	01/01/11	1	\$ 2,372.00			N/A	N/A
v6.x to Capture Pro Software Group E scanners (E3)	8810038		1	\$ 2,900.00	Yes		N/A	Customer
KCPro Group E Care Kit 3YR (E3)	1201276	01/01/11	1	\$ 2,930.00			N/A	N/A

UPGRADE TO: Capture Pro Group E - from Capture Pro Group A, B, C, D

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales		Warranty	Installed By
					Reg			
Upgrade Capture Pro from Group A to Group E (E1)	1487719		1	\$ 6,750.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
Upgrade Capture Pro from Group B to Group E (E1)	8172835		1	\$ 6,450.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
Upgrade Capture Pro from Group C to Group E (E1)	1993070		1	\$ 5,750.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
Upgrade Capture Pro from Group D to Group E (E1)	8717498		1	\$ 5,150.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A
Upgrade Capture Pro from Group DX to E (E1)	1688811		1	\$ 2,800.00	Yes		N/A	Customer
KCPro Group E Care Kit 1YR (E1)	8770307	01/01/11	1	\$ 1,395.00			N/A	N/A

F

Capture Pro for Group F

KODAK Capture Pro Software Group F scanners (F1)	8548521		1	\$ 9,850.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
KODAK Capture Pro Software Group F scanners (F2)	8628091		1	\$ 9,850.00	Yes		N/A	Customer
KCPro Group F Care Kit 2YR (F2)	8842809	01/01/11	1	\$ 3,223.00			N/A	N/A
KODAK Capture Pro Software Group F scanners (F3)	1399062		1	\$ 9,850.00	Yes		N/A	Customer
KCPro Group F Care Kit 3YR (F3)	8952418	01/01/11	1	\$ 3,981.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group F								
v6.x to Capture Pro Software Group F scanners (F1)	8471781		1	\$ 3,940.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
v6.x to Capture Pro Software Group F scanners (F2)	8729410		1	\$ 3,940.00	Yes		N/A	Customer
KCPro Group F Care Kit 2YR (F2)	8842809	01/01/11	1	\$ 3,223.00			N/A	N/A
v6.x to Capture Pro Software Group F scanners (F3)	1298223		1	\$ 3,940.00	Yes		N/A	Customer
KCPro Group F Care Kit 3YR (F3)	8952418	01/01/11	1	\$ 3,981.00			N/A	N/A
UPGRADE TO: Capture Pro Group F - from Capture Pro Group A, B, C, D, E								
Upgrade Capture Pro from Group A to Group F (F1)	1771039		1	\$ 9,345.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
Upgrade Capture Pro from Group B to Group F (F1)	1966373		1	\$ 9,050.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
Upgrade Capture Pro from Group C to Group F (F1)	1875897		1	\$ 8,350.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
Upgrade Capture Pro from Group D to Group F (F1)	8909277		1	\$ 7,750.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
Upgrade Capture Pro from Group DX to F (F1)	1332220		1	\$ 5,350.00	Yes		N/A	Customer
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
Upgrade Capture Pro from Group E to Group F (F1)	8197766		1	\$ 2,599.00	Yes		N/A	Customer

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					Reg			
KCPro Group F Care Kit 1YR (F1)	8631772	01/01/11	1	\$ 1,896.00			N/A	N/A
G								
Capture Pro for Group G								
KODAK Capture Pro software Group G scanners (G1)	8740516		1	\$ 15,800.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
KODAK Capture Pro Software Group G scanners (G2)	1544915		1	\$ 15,800.00	Yes		N/A	Customer
KCPro Group G Care Kit 2YR (G2)	1746981	01/01/11	1	\$ 5,177.00			N/A	N/A
KODAK Capture Pro Software Group G scanners (G3)	8841892		1	\$ 15,800.00	Yes		N/A	Customer
KCPro Group G Care Kit 3YR (G3)	8063802	01/01/11	1	\$ 6,395.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software Group G								
v6.x to Capture Pro Software Group G scanners (G1)	8326126		1	\$ 6,325.00	Yes		N/A	Customer
KCPro Group G Care Kit Group G 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
v6.x to Capture Pro Software Group G scanners (G2)	1559822		1	\$ 6,325.00	Yes		N/A	Customer
KCPro Group G Care Kit 2YR (G2)	1746981	01/01/11	1	\$ 5,177.00			N/A	N/A
v6.x to Capture Pro Software Group G scanners (G3)	8883829		1	\$ 6,325.00	Yes		N/A	Customer
KCPro Group G Care Kit - 3YR (G3)	8063802	01/01/11	1	\$ 6,395.00			N/A	N/A
UPGRADE TO: Capture Pro Group G - from Capture Pro Group A, B, C, D, E, F								
Upgrade Capture Pro from Group A to Group G (G1)	8091613		1	\$ 15,300.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group B to Group G (G1)	8182941		1	\$ 15,000.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group C to Group G (G1)	1746692		1	\$ 14,300.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group D to Group G (G1)	1979566		1	\$ 13,700.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group DX to G (G1)	8898744		1	\$ 11,300.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group E to Group G (G1)	8675357		1	\$ 8,570.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Upgrade Capture Pro from Group F to Group G (G1)	1584127		1	\$ 5,970.00	Yes		N/A	Customer
KCPro Group G Care Kit 1YR (G1)	8507485	01/01/11	1	\$ 3,045.00			N/A	N/A
Auto Import								
Capture Pro for Auto Import								
KODAK Capture Pro Auto Import Edition (Imp1)	1135342		1	\$ 4,995.00	Yes		N/A	Customer
KCPro Auto Import Ed Care Kit 1 YR (Imp1)	1789858	01/01/11	1	\$ 962.00			N/A	N/A
KODAK Capture Pro Auto Import Edition (Imp2)	1338201		1	\$ 4,995.00	Yes		N/A	Customer
KCPro Auto Import Ed Care Kit 2 YR (Imp2)	8081507	01/01/11	1	\$ 1,656.00			N/A	N/A

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					Reg			
KODAK Capture Pro Auto Import Edition (Imp3)	1730183		1	\$ 4,995.00	Yes		N/A	Customer
KCPro Auto Import Ed Care Kit 3 YR (Imp3)	1111541	01/01/11	1	\$ 2,031.00			N/A	N/A
INDEX								
KODAK Capture Pro software Indexing (Ind1)	8897787		1	\$ 999.00			N/A	Customer
KCPro Indexing SW Care Kit 1YR (Ind1)	8495681	01/01/11	1	\$ 193.00			N/A	N/A
KODAK Capture Pro Software Indexing (Ind2)	8710386		1	\$ 999.00			N/A	Customer
KCPro Indexing SW Care Kit 2YR (Ind2)	8783086	01/01/11	1	\$ 327.00			N/A	N/A
KODAK Capture Pro Software Indexing (Ind3)	1423920		1	\$ 999.00			N/A	Customer
KCPro Indexing SW Care Kit 3YR (Ind3)	8251050	01/01/11	1	\$ 404.00			N/A	N/A
UPGRADE FROM: Capture Software V.6 - TO- KODAK Capture Pro Software for Indexing								
v6.x to Capture Pro Software for Indexing (Ind1)	8595969		1	\$ 400.00			N/A	Customer
KCPro Indexing Care Kit 1YR (Ind1)	8495681	01/01/11	1	\$ 193.00			N/A	N/A
v6.x to Capture Pro Software for Indexing (Ind2)	8736811		1	\$ 400.00			N/A	Customer
KCPro Indexing Care Kit 2YR (Ind2)	8783086	01/01/11	1	\$ 327.00			N/A	N/A
v6.x to Capture Pro Software Indexing (Ind3)	1289511		1	\$ 400.00			N/A	Customer
KCPro Indexing Care Kit 3YR (Ind3)	8251050	01/01/11	1	\$ 404.00			N/A	N/A

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LEAD TIME ON UNITS maybe up to 12 weeks

Please note:

1. The s1740 Capture System is only available to named **CERTIFIED Resellers**. Certified resellers for the s1740 Capture System will be listed in the DI Communication Document.
2. Only sales to CERTIFIED Resellers will be eligible for VAD Quarterly Rebates or redemption of incentives related to the s1740 Capture Systems.
3. The s1740 Capture System is eligible for Deal Registration
4. The s1740 Capture System is **NOT** eligible for the DEMO Incentive

Description	Catalog#	Eff Date	Qty	List Price	Warranty	Installed By
KODAK s1700 Capture Systems						
KODAK s1740 CAPTURE SYSTEM/ WITH 2 POCKETS -110ppm	1394428		1	\$ 69,990.00	W-06	Kodak
KODAK s1740 CAPTURE SYSTEM/ WITH 6 POCKETS - 110ppm	1440155		1	\$ 83,200.00	W-06	Kodak
KODAK s1740 CAPTURE SYSTEM/ WITH 8 POCKETS - 110ppm	8070401		1	\$ 90,700.00	W-06	Kodak
KODAK s1740 CAPTURE SYSTEM/ WITH 12 POCKETS - 110ppm	1626399		1	\$ 95,400.00	W-06	Kodak
KODAK s1700 Capture Systems Care Kits						
KODAK s1740 2P POST WARRANTY CARE KIT	1138189	01/01/11	1	\$ 10,568.00	N/A	N/A
KODAK s1740 2P 1 YR EXT WARR CARE KIT	1903962	01/01/11	1	\$ 7,947.00	N/A	N/A
KODAK s1740 2P 2 YR EXT WARR CARE KIT	8497265	01/01/11	1	\$ 18,545.00	N/A	N/A
KODAK s1740 2P 3 YR EXT WARR CARE KIT	1113810	01/01/11	1	\$ 29,143.00	N/A	N/A
KODAK s1740 6P POST WARRANTY CARE KIT	1242015	01/01/11	1	\$ 12,545.00	N/A	N/A
KODAK s1740 6P 1 YR EXT WARR CARE KIT	1916600	01/01/11	1	\$ 9,448.00	N/A	N/A
KODAK s1740 6P 2 YR EXT WARR CARE KIT	8098691	01/01/11	1	\$ 22,045.00	N/A	N/A
KODAK s1740 6P 3 YR EXT WARR CARE KIT	8676785	01/01/11	1	\$ 34,643.00	N/A	N/A
KODAK s1740 8P POST WARRANTY CARE KIT	8403396	01/01/11	1	\$ 13,681.00	N/A	N/A
KODAK s1740 8P 1 YR EXT WARR CARE KIT	1053065	01/01/11	1	\$ 10,300.00	N/A	N/A
KODAK s1740 8P 2 YR EXT WARR CARE KIT	1834597	01/01/11	1	\$ 24,033.00	N/A	N/A
KODAK s1740 8P 3 YR EXT WARR CARE KIT	8048209	01/01/11	1	\$ 37,766.00	N/A	N/A
KODAK s1740 12P POST WARRANTY CARE KIT	1844901	01/01/11	1	\$ 14,392.00	N/A	N/A
KODAK s1740 12P 1 YR EXT WARR CARE KIT	1695782	01/01/11	1	\$ 10,834.00	N/A	N/A
KODAK s1740 12P 2 YR EXT WARR CARE KIT	1345297	01/01/11	1	\$ 25,278.00	N/A	N/A
KODAK s1740 12P 3 YR EXT WARR CARE KIT	1931419	01/01/11	1	\$ 39,742.00	N/A	N/A
KODAK s1700 Capture System Accessories						
ENCODER FOR E13B FONTS / FOR KODAK s1700 CAPTURE SYSTEM	1706951	01/01/11	1	\$ 6,083.00	N/A	Made to order
MULTI-LINE ENDORSER / FOR KODAK s1700 CAPTURE SYSTEM	1768258	01/01/11	1	\$ 8,527.00	N/A	Made to order
ENHANCED SORTING MODULE / FOR KODAK s1700 CAPTURE SYSTEM	1971274	01/01/11	1	\$ 1,422.00	N/A	Made to order
CODELINE RECOGNITION FOR E13B FONTS / FOR KODAK s1700 CAPTURE SY	8149213	01/01/11	1	\$ 2,412.00	N/A	Made to order
BARCODE READER MODULE/FOR KODAK s1700 CAPTURE SYSTEM	8245722	01/01/11	1	\$ 2,493.00	N/A	Made to order
KODAK s1700 Capture System Consumables						
FELT BLOTTER / FOR KODAK s1700 CAPTURE SYSTEM	1552637	01/01/11	2	\$ 8.00	N/A	Customer
RIBBON CARTRIDGE, MICR / FOR KODAK s1700 CAPTURE SYSTEM	1886902	01/01/11	2	\$ 29.00	N/A	Customer
CLEANER STICK / FOR KODAK s1700 CAPTURE SYSTEM	8341786	01/01/11	2	\$ 23.00	N/A	Customer
FEEDER WHEEL / FOR KODAK s1700 CAPTURE SYSTEM	8488504	01/01/11	2	\$ 16.00	N/A	Customer
INK CARTRIDGE / FOR KODAK s1700 CAPTURE SYSTEM	8656159	01/01/11	1	\$ 167.00	N/A	Customer
OPTICS CLEANER / FOR KODAK s1700 CAPTURE SYSTEM	8683724	01/01/11	1	\$ 14.00	N/A	Customer
FELT BELT SEPARATOR, UPPER / FOR KODAK s1700 CAPTURE SYSTEM	8698854	01/01/11	1	\$ 28.00	N/A	Customer
FELT BELT SEPARATOR, LOWER / FOR KODAK s1700 CAPTURE SYSTEM	8827677	01/01/11	1	\$ 72.00	N/A	Customer

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NOTE: 1000+ UNIT SALES REQUIRE A CUSTOM QUOTE

Description	Catalog#	Eff Date	Qty	List Price	Warranty
KODAK CHECK IMAGING SOLUTIONS -- KODAK Software Products and Care Kits					
KODAK t6000 Client Software / for Transaction Applications	8894842		1	\$ 1,095.00	No Warranty
KODAK t6000 Image Archive Server Software	8339459		1	\$ 9,995.00	No Warranty
KODAK t6000 Internet Client Software / for Transaction Applications-Virtual	8264814		1	\$ 675.00	No Warranty
KODAK t6000 Internet Server Software for Transaction Centers, 5 User	8371528		1	\$ 14,995.00	No Warranty
KODAK t6000 Internet Server Software for Financial Transaction Centers, 5K	1334523		1	\$ 29,995.00	No Warranty
KODAK t6000 Internet Server Software for Financial Transaction Centers, 10K	8802167		1	\$ 45,995.00	No Warranty
KODAK t6000 Internet Server Software for Financial Transaction Centers, 25K	1244839		1	\$ 75,995.00	No Warranty
KODAK t6000 Internet Server Software for Financial Transaction Centers, 50K	1995752		1	\$ 115,995.00	No Warranty
KODAK t6000 Internet Server Software for Financial Transaction Centers, 100K	1038736		1	\$ 195,995.00	No Warranty
KODAK t6000 CI Soft 1yr KCK	8356529		1	\$ 207.00	N/A
EK t6000 Client SW/Tra App KCK,1yr PW	8454365		1	\$ 207.00	N/A
EK t6000 Archive S/SW, KCK,1yr PW	8923385		1	\$ 1,990.00	N/A
EK t6000 Internet CI S/SW, KCK,1yr PW	8280331		1	\$ 128.00	N/A
EK t6000 Internet 5 user, KCK,1yrPW	8395568		1	\$ 2,834.00	N/A
EK t6000 Internet 5K Lic, KCK,1yr PW	8633687		1	\$ 5,669.00	N/A
EK t6000 Internet 10K Lic, KCK,1yr PW	8753626		1	\$ 8,693.00	N/A
EK t6000 Internet 25K Lic,KCK,1yr PW	1442896		1	\$ 14,363.00	N/A
EK t6000 Internet 50K Lic, KCK,1yr PW	8785537		1	\$ 21,923.00	N/A
EK t6000 Internet100K Lic,KCK,1yr PW	8869299		1	\$ 37,043.00	N/A

Care Kits for Discontinued Kodak Check Scanners

KODAK CHECK IMAGING SOLUTIONS HW PRODUCTS --> KODAK i6015 Check Scanner Care Kits

KODAK i6015 Check Scanner 1Yr KCK	8981060		1	\$ 143.00	N/A
KODAK i6015 Check Scanner w/inkjet 1 Yr KCK	1185503		1	\$ 160.00	N/A

KODAK CHECK IMAGING SOLUTIONS HW PRODUCTS --> KODAK i6060 Check Scanner Care Kits

KODAK i6060 Check Scanner 1 Yr KCK	1295609		1	\$ 268.00	N/A
KODAK i6060 Check Scanner w/inkjet 1 Yr KCK	8292492		1	\$ 281.00	N/A

KODAK CHECK IMAGING SOLUTIONS HW PRODUCTS --> KODAK i6090 Check Scanner Care Kits

KODAK i6090 KCK	1644731		1	\$ 312.00	N/A
KODAK i6090 w/inkjet KCK	1626100		1	\$ 317.00	N/A

KODAK CHECK IMAGING SOLUTIONS Installation & Training Care Kits

KODAK t6000 Server SW for Image Archive Applications T&I	1424407		1	\$ 2,495.00	
KODAK t6000 Client Software / for Transaction Applications T&I	1964782		1	\$ 800.00	
KODAK t6000 Server Software / for Financial Transaction Centers T&I	8749459		1	\$ 6,400.00	

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NOTE: 1000+ UNIT SALES REQUIRE A CUSTOM QUOTE

Description	Catalog#	Eff Date	Qty	List Price	Warranty
KODAK CHECK IMAGING SOLUTIONS SUPPORT SERVICES					
KODAK t6000 Services Software Inst & Tr	8576779		1	Requires Quote	
KODAK t6000 Client Software / for Transaction Applications Customization Services	8728545		1	Requires Quote	
Transaction Center Customization Services	8904260		1	Requires Quote	
Kodak t6000 System Planning and Design	1735802		1	Requires Quote	
Kodak t6000 Project Management	8992042		1	Requires Quote	

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Install
DIGITAL MICROFILM SCANNERS --> DSV-E and Care Kits							
2400 DV PLUS MICROFILM SCANNER 120V	8452575		1	\$ 5,595.00	Yes	W-06	Kodak
3000 DV PLUS MICROFILM SCANNER 120V	1275866		1	\$ 10,500.00	Yes	W-06	Kodak
2400 DSV-E CAREKIT POST WARRANTY	8041287	01/01/11	1	\$ 1,566.00		N/A	N/A
3000 DSV-E CAREKIT POST WARRANTY	8820979	01/01/11	1	\$ 3,069.00		N/A	N/A
2400/3000 DSV & DSV-E --> Powerfilm Software							
POWER FILM APPLICATION SOFTWARE 2400/3000 DSV	1038272	01/01/11	1	\$ 2,186.00		W-06	Kodak
KOFAX POWERFILM UPLOADER	5280136	01/01/11	1	\$ 670.00		W-04	Customer
PWRFLM V5 UPGRD	3834876	01/01/11	1	\$ 876.00		W-06	Kodak
2400/3000 DSV & DSV-E ACCESSORIES --> Carriers							
UNIVERSAL CARRIER-2 (UC-2)	8989501	01/01/11	1	\$ 3,600.00		W-06	Kodak
UNIVERSAL CARRIER-8 (UC-8)	8894339	01/01/11	1	\$ 2,490.00		W-06	Kodak
LENS RING ADAPTER UC-2	1080274	01/01/11	1	\$ 34.00		W-06	Kodak
FICHE CARRIER 5	1488758	01/01/11	1	\$ 335.00		W-06	Kodak
ROLL FILM CARRIER 15A	8003410	01/01/11	1	\$ 3,167.00		W-06	Kodak
ROLL FILM CARRIER 15M	8168841	01/01/11	1	\$ 3,167.00		W-06	Kodak
2400/3000 DSV & DSV-E ACCESSORIES --> Controllers							
MARS CONTROLLER 4/COMMANDER II	8347130	01/01/11	1	\$ 3,909.00		W-06	Kodak
MARS MINI 2 CONTROLLER	1198357	01/01/11	1	\$ 1,952.00		W-06	Kodak
CABLE MM2/ABR3000D	3842952	01/01/11	1	\$ 72.00		W-06	Kodak
2400 DSV & DSV-E ACCESSORIES --> Lenses							
7.5X FIXED LENS	8661944	01/01/11	1	\$ 464.00		W-06	Customer
ZOOM LENS 9-16X	1070291	01/01/11	1	\$ 695.00		W-06	Customer
ZOOM LENS 13-27X	8567463	01/01/11	1	\$ 695.00		W-06	Customer
ZOOM LENS 23-50X	8597841	01/01/11	1	\$ 695.00		W-06	Customer
3000 DSV & DSV-E ACCESSORIES --> Lenses							
7.5 X FIXED LENS	8731408	01/01/11	1	\$ 747.00		W-06	Customer
9-16 X ZOOM LENS	1746569	01/01/11	1	\$ 1,133.00		W-06	Customer
13-27 X ZOOM LENS	1677293	01/01/11	1	\$ 1,133.00		W-06	Customer
20X-50X ZOOM LENS	1633791	01/01/11	1	\$ 1,133.00		W-06	Customer
2400/3000 DSV & DSV-E ACCESSORIES --> Options							
KODAK 34PPM VIDEO LASER PRINTER (only for DSV-E)	1376466	01/01/11	1	\$ 4,336.00		W-06	Kodak
MANUAL MASKING KIT 2400DSV	3813342	01/01/11	1	\$ 304.00		W-06	Kodak
GRYSCL BD UPGR KIT 2400DSV/3000DSV	3828977	01/01/11	1	\$ 1,349.00		W-06	Kodak
WORKSTATION	8958852	01/01/11	1	\$ 327.00		W-06	Kodak

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Install
USB2 INTERFACE KIT 2400/3000 DSV-E (for upgrades only)	7418692	01/01/11	1	\$ 510.00		W-06	Kodak
3000 DSV & DSV-E ACCESSORIES --> Options							
MANUAL MSKG KIT 3000DSV	3826005	01/01/11	1	\$ 1,185.00		W-06	Kodak
3000DSV AUTO FOCUS KIT	3856523	01/01/11	1	\$ 489.00		W-06	Kodak
AUTO FOCUS LENS MODIFICATION KIT	3843877	01/01/11	1	\$ 139.00		W-06	Kodak
2400/3000 DSV & DSV-E ACCESSORIES --> Supplies							
PC DRUM/TONER CARTRIDGE (HS Laser/11x17 Printer)	3846839	01/01/11	1	\$ 243.00		N/A	Customer
VIDEO LASER PRINTER CABLE	8481673	01/01/11	1	\$ 139.00		N/A	Customer
TONER CARTRIDGE FOR 34 PPM LASER PRINTER	3947884	01/01/11	1	\$ 365.00		N/A	Customer

Care Kits, Accessories and Consumables for Discontinued Kodak Products

ABR 2000 --> Supplies

2000 STARTER N/PD 1 BAG	1579606	01/01/11	1	\$ 101.10		N/A	Kodak
2000 TONER N/P 3 CARTRIDGE/CTN	8312175	01/01/11	1	\$ 101.10		N/A	Kodak

ABR2400 ACCESSORIES --> Media

LASER PRINTER TONER CARTRIDGE	8505869	01/01/11	1	\$ 252.70		N/A	Customer
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CABINETS --> Film File Cabinet

FILM FILE CABINET 10 DRWR	1341742	01/01/11	1	\$ 1,400.75		N/A	Customer
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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
INTEGRATED IMAGING PRODUCTS -->Film Writers and Care Kits							
KODAK i9610 WRITER	1848613		1	\$ 38,275.00	Yes	W-06	Kodak
KODAK i9620 WRITER	1548858		1	\$ 53,275.00	Yes	W-06	Kodak
i9610 CARE KIT POST WARRANTY	1533603	01/01/11	1	\$ 6,017.00		N/A	N/A
i9610 CARE KIT 1YR EXTENDED WARRANTY	1628148	01/01/11	1	\$ 4,513.00		N/A	N/A
i9610 CARE KIT 3YR EXTENDED WARRANTY	1651165	01/01/11	1	\$ 13,239.00		N/A	N/A
i9620 CARE KIT POST WARRANTY	8358608	01/01/11	1	\$ 6,632.00		N/A	N/A
i9620 CARE KIT 1YR EXTENDED WARRANTY	8965345	01/01/11	1	\$ 4,974.00		N/A	N/A
i9620 CARE KIT 2YR EXTENDED WARRANTY	1850817	01/01/11	1	\$ 10,445.00		N/A	N/A
i9620 CARE KIT 3YR EXTENDED WARRANTY	1644038	01/01/11	1	\$ 14,590.00		N/A	N/A
INTEGRATED IMAGING PRODUCTS -->i9600 Software							
i9600 APPLICATION SOFTWARE KIT	1488964	01/01/11	1	\$ 6,180.00		W-06	Kodak
INTEGRATED IMAGING PRODUCTS --> i9600 Writer Accessories and Media							
KODAK i9610 TO i9620 FILM WRITER UPGRADE KIT	1666346		1	\$ 16,000.00		W-06	Kodak
KODAK IMGLNK SMART CASS 215	8357584	01/01/11	1	\$ 903.00		W-09	Customer
KODAK IMGLNK SMART CASS 100	1537166	01/01/11	1	\$ 903.00		W-09	Customer
16MMX100FT REF ARCH MED 1433 SP615	1534601	01/01/11	20	\$ 17.50		N/A	Customer
16MMX215FT REF ARC MEDIA 3433 SP615	8625147	01/01/11	20	\$ 32.35		N/A	Customer
INTEGRATED IMAGING PRODUCTS --> ImageServer							
IMAGE SERVER CARE KIT POST WARRANTY	8604670	01/01/11	1	\$ 1,352.00		N/A	N/A
PROCESSOR --> Prostar Archive Processor and Care Kit							
KODAK PROSTAR ARCHIVE PROCESSOR120V	8320194		1	\$ 23,208.00	Yes	W-06	Kodak
ARCHIVE PROCESSOR CARE KIT POST WARRANTY	8433575		1	\$ 3,254.00		N/A	N/A
PROCESSOR--> Accessories							
PROSTAR REPLENISHER SYSTEM	8090755	01/01/11	1	\$ 3,324.00		W-06	Kodak
KODAK PROCESSOR CABINET	1444256	01/01/11	1	\$ 844.00		W-06	Kodak
IMPROVED MIXING VALVE F/PROSTR	1423698	01/01/11	1	\$ 1,071.00		W-06	Kodak
PKG 3 16MM SELF-THREADER	1990993	01/01/11	1	\$ 9.15		N/A	N/A
PKG 3 35MM SELF-THREADER	1991009	01/01/11	1	\$ 17.45		N/A	N/A
PKG 3 DUAL STRAND SELF THREADER	1465194	01/01/11	1	\$ 43.80		N/A	N/A
Care Kits, Accessories and Consumables for Discontinued Kodak Products							
INTEGRATED IMAGING PRODUCTS --> Kodak Digital Science Document Archive System Care Kits							
DAW CARE KIT POST WARRANTY (DAW 4800)	1743947	01/01/11	1	\$ 6,199.00		N/A	N/A
INTEGRATED IMAGING PRODUCTS --> Kodak i7300 Scanner Care Kits							
i7300 CARE KIT POST WARRANTY	8553323	01/01/11	1	\$ 3,249.00		N/A	N/A

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Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
IMS CARE KIT POST WARRANTY	1502996	01/01/11	1	\$ 3,346.00		N/A	N/A
INTEGRATED IMAGING PRODUCTS --> Kodak i7300 Scanner Options							
KOFAX POWERFILM UPLOADER SW	5280136	01/01/11	1	\$ 670.00		W-04	Customer
INTEGRATED IMAGING PRODUCTS --> Enhanced Printer Module Care Kits							
EPM CARE KIT POST WARRANTY	8604720	01/01/11	1	\$ 743.00		N/A	N/A
IMAGELINK MICROIMAGER ACCESSORIES --> IMAGELINK Microimager 70 Accessories							
KDS SUPER 12 MAINTENANCE KIT	1658483	01/01/11	1	\$ 144.70		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGEI	8221376	01/01/11	1	\$ 486.00		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGEI	8221376	01/01/11	2	\$ 448.00		N/A	Customer
HIGH RESOLUTION PRINTER BLACK CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGEI	8221376	01/01/11	4	\$ 396.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 7	1456532	01/01/11	1	\$ 538.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 7	1456532	01/01/11	2	\$ 497.00		N/A	Customer
HIGH RESOLUTION PRINTER RED CARTRIDGE FOR i1800 SCANNERS & IL MICROIMAGER 7	1456532	01/01/11	4	\$ 440.00		N/A	Customer
IMAGELINK ACCESSORIES --> Endorser Dies & Ink Rollers							
KODAK IMAGELINK END. DIE SET	1576172	01/01/11	1	\$ 562.35		N/A	Customer
REC ENDSR INK RLR BLACK	1420272	01/01/11	1	\$ 191.40		N/A	Customer
MICROFILM CAMERAS --> Ink Rollers							
PURPLE INK ROLLERS	1479708	01/01/11	1	\$ 111.55		N/A	Customer
MICROFILM CAMERAS --> Accessories							
ENDORSER DIE PLATE	1323385	01/01/11	1	\$ 321.85		W-09	Kodak
IMAGELINK RETRIEVAL PRODUCTS --> IMAGELINK Products and Accessories							
KODAK IMAGELINK PRINTER 7 TONER KIT	8772220	01/01/11	1	\$ 287.70		N/A	Customer
IMGLK PRT 7 TONER COLLECTION BTL	8996670	01/01/11	1	\$ 42.60		N/A	Customer
RECORDAK ENDORSER DIES --> Recordak Endorser Dies							
REC RLNT ENDSR DIE SET	1046929	01/01/11	1	\$ 314.30		N/A	Customer
REC RLNT ENDSR DIE SET SPCL	1316249	01/01/11	1	\$ 339.10		N/A	Customer
IMAGELINK RETRIEVAL PRODUCTS --> IMAGELINK Retrieval Workstation 1000 and Accessories							
IMGLNK RTRVL WRKSTA 1000 TONER NP	8632150	01/01/11	1	\$ 305.80		N/A	Customer
IMGLNK RTRVL WRKSTA 1000 TONER PP	8996597	01/01/11	1	\$ 305.80		N/A	Customer

Eastman Kodak Company
Document Imaging
Confidential

Kodak Document Imaging VAR Inkjet Printers
Catalog Created 01/01/11, Prices Expire 01/31/11
All PCN's supersede this catalog. The prices reflected in the price columns are priced per unit.

Description	Catalog#	Eff Date	Qty	List Price	Warranty	Install
KODAK INKJET PRINTERS						
CONSUMER INKJET PRINTERS						
KODAK ESP 3250 ALL-IN-ONE PRINTER	8946139	9/1/2010	1	\$ 99.99	W-08	Customer
KODAK ESP 5250 ALL-IN-ONE PRINTER	1749456	9/1/2010	1	\$ 149.99	W-08	Customer
KODAK ESP 7250 ALL-IN-ONE PRINTER	1079094	9/1/2010	1	\$ 199.99	W-08	Customer
KODAK ESP 6150 ALL-IN-ONE PRINTER	1774488	9/1/2010	1	\$ 229.99	W-08	Customer
INKJET PRINTER CONSUMABLES						
KODAK BLACK INK CARTRIDGE, 10B	1163641	9/1/2010	1	\$ 9.99	N/A	Customer
KODAK BLACK INK CARTRIDGE, 10XL	8237216	9/1/2010	1	\$ 16.99	N/A	Customer
KODAK COLOR INK CARTRIDGE, 10C	8946501	9/1/2010	1	\$ 17.99	N/A	Customer
KODAK BLACK/COLOR COMBO INK CARTRIDGE, 10B, 10C	8367849	9/1/2010	1	\$ 27.98	N/A	Customer

NOTE: THESE PRODUCTS MAY BE RETURNED FOR DAMAGE OR DEFECT ONLY. THEY ARE NOT ELIGIBLE FOR STOCK ROTATION.

- Care Kit Description Definitions:
- “WE” indicates that the Warranty is Extended for 1, 2, or 3 years from the date of product sale.
 - “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 - “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
CANON CARE KITS - Service Care Kits							
Canon DR-2580C, DR-3010C Care Kit 2Yr Extended Warranty AUR, 0PM	8427361		1	\$ 99.00	No	N/A	N/A
Canon 3020,5010,6080 WU NBD Care Kit	1557842		1	\$ 636.00	No	N/A	N/A
Canon 3020,5010,6080 WU 4HR Care Kit	8309551		1	\$ 712.00	No	N/A	N/A
Canon 3020,5010,6080 PW NBD Care Kit	8157190		1	\$ 1,007.00	No	N/A	N/A
Canon 3020,5010,6080 PW 4HR Care Kit	8516064		1	\$ 1,128.00	No	N/A	N/A
Canon 5080 PW NBD Care Kit	8947681		1	\$ 1,598.00	No	N/A	N/A
Canon 5080 PW 4HR Care Kit	1697333		1	\$ 1,790.00	No	N/A	N/A
Canon DR-X10C WU NBD Care Kit	1821024		1	\$ 1,672.00	No	N/A	N/A
Canon DR-X10C WU 4HR Care Kit	8099442		1	\$ 1,873.00	No	N/A	N/A
Canon DR-X10C PW NBD Care Kit	8481111		1	\$ 2,090.00	No	N/A	N/A
Canon DR-X10C PW 4HR Care Kit	1465590		1	\$ 2,341.00	No	N/A	N/A
Canon DR-7080,7580,9080,4580 WU NBD Care Kit	1403872		1	\$ 912.00	No	N/A	N/A
Canon DR-7080,7580,9080,4580 WU 4HR Care Kit	8737983		1	\$ 1,021.00	No	N/A	N/A
Canon DR-7080,7580,9080,4580 PW NBD Care Kit	1634286		1	\$ 1,353.00	No	N/A	N/A
Canon DR-7080,7580,9080,4580 PW 4Hr Care Kit	1679828		1	\$ 1,515.00	No	N/A	N/A
Canon DR-7090,WU,NBD,1PM, Care Kit	8746034		1	\$ 937.00	No	N/A	N/A
Canon DR-7090,WU,NBD,1PM, 2Yr, Care Kit	1110857		1	\$ 1,986.00	No	N/A	N/A
Canon DR-7090,WU,NBD,1PM, 3Yr, Care Kit	1222439		1	\$ 3,035.00	No	N/A	N/A
Canon DR-7090,PW,NBD,1PM, 1 Yr Care Kit	1046549		1	\$ 1,049.00	No	N/A	N/A
Canon 6010, 6050,7550 NBD 1 Yr War Care Kit	1032176		1	\$ 560.00	No	N/A	N/A
Canon 6010, 6050,7550 NBD PW 1 Yr War Care Kit	1214238		1	\$ 884.00	No	N/A	N/A
Canon 6010, 6050,7550 PW NBD 3 Yr War Care Kit	1214790		1	\$ 2,652.00	No	N/A	N/A
FUJITSU CARE KITS - Service Care Kits							
Fujitsu fi-4340,5530 WU NBD Care Kit	1536408		1	\$ 596.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 WU 4HR Care Kit	1567510		1	\$ 668.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 PW NBD Care Kit	1776376		1	\$ 745.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 PW 4HR Care Kit	8386443		1	\$ 834.00	No	N/A	N/A
Fujitsu fi-4860,5900 WU NBD Care Kit	8016248		1	\$ 1,995.00	No	N/A	N/A
Fujitsu fi-4860,5900 WU 4HR Care Kit	8311391		1	\$ 2,234.00	No	N/A	N/A
Fujitsu fi-4860,5900 EMA NBD Care Kit	1073725		1	\$ 2,695.00	No	N/A	N/A
Fujitsu fi-4860,5900 EMA 4HR Care Kit	1113604		1	\$ 3,018.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 WU NBD Care Kit	8165771		1	\$ 836.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 WU 4HR Care Kit	8595225		1	\$ 936.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 PW NBD Care Kit	1731611		1	\$ 1,045.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 PW 4HR Care Kit	8175465		1	\$ 1,170.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 WU NBD Consumable Care Kit	8418337		1	\$ 1,032.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 WU 4HR Consumable Care Kit	8476251		1	\$ 1,156.00	No	N/A	N/A
Fujitsu fi-4340,5530,6140,6240 PW NBD Consumable Care Kit	8880130		1	\$ 1,181.00	No	N/A	N/A

- Care Kit Description Definitions:
- “WE” indicates that the Warranty is Extended for 1, 2, or 3 years from the date of product sale.
 - “WU” indicates that the Warranty is Uplifted to 4-hour response for 1, 2, or 3 years from the date of product sale.
 - “PW” indicates Post Warranty. The Care Kit provides 1-year of service after the expiration of the product warranty.

Description	Catalog#	Eff Date	Qty	List Price	Eligible for Sales Reg	Warranty	Installed By
Fujitsu fi-4340,5530,6140,6240 PW 4HR Consumable Care Kit	1913276		1	\$ 1,323.00	No	N/A	N/A
Fujitsu fi-4860,5900 WU NBD 2PM Consumable Care Kit	1860543		1	\$ 4,495.00	No	N/A	N/A
Fujitsu fi-4860,5900 WU 4HR 2 PM Consumable Care Kit	8536955		1	\$ 5,034.00	No	N/A	N/A
Fujitsu fi-4860,5900 PW NBD 2PM Consumable Care Kit	8629438		1	\$ 5,495.00	No	N/A	N/A
Fujitsu fi-4860,5900 PW 4HR 2PM Consumable Care Kit	8400368		1	\$ 6,154.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 WU NBD 2PM Consumable Care Kit	8578254		1	\$ 1,445.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 WU 4HR 2PM Consumable Care Kit	1282847		1	\$ 1,618.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 PW NBD 2PM Consumable Care Kit	8285132		1	\$ 1,590.00	No	N/A	N/A
Fujitsu fi-5650,5750,6670,6770 PW 4HR 2PM Consumable Care Kit	8408619		1	\$ 1,781.00	No	N/A	N/A
Fujitsu fi-6130, fi- 6140 and fi-6010NS AUR 2 Yr Care Kit	8354383		1	\$ 99.00	No	N/A	N/A
Fuj6230,6240,5120, 5220 AUR,2YrCK	1825629		1	\$ 99.00	No	N/A	N/A
PANASONIC CARE KITS - Service Care Kits							
Panasonic 3065 WU NDB Care Kit	8921090		1	\$ 636.00	No	N/A	N/A
Panasonic 3065 WU 4HR Care Kit	8556714		1	\$ 712.00	No	N/A	N/A
Panasonic 3065 PW NBD Care Kit	1165919		1	\$ 889.00	No	N/A	N/A
Panasonic 3065 PW 4HR Care Kit	8316929		1	\$ 996.00	No	N/A	N/A
Panasonic 3085,4085 WU NBD Care Kit	8832263		1	\$ 1,695.00	No	N/A	N/A
Panasonic 3085,4085 WU 4HR Care Kit	1166925		1	\$ 1,898.00	No	N/A	N/A
Panasonic 3085, 4085 PW NBD Care Kit	1949122		1	\$ 2,511.00	No	N/A	N/A
Panasonic 3085, 4085 PW 4HR Care Kit	8231581		1	\$ 2,812.00	No	N/A	N/A
Panasonic 3105C WU NBD Care Kit	1290964		1	\$ 2,158.00	No	N/A	N/A
Panasonic 3105C WU 4HR Care Kit	1362300		1	\$ 2,417.00	No	N/A	N/A
Panasonic 3105C PW NBD Care Kit	1706431		1	\$ 3,227.00	No	N/A	N/A
Panasonic 3105C PW 4HR Care Kit	1708999		1	\$ 3,614.00	No	N/A	N/A
Panasonic 4065,7065 WU NBD Care Kit	1802040		1	\$ 912.00	No	N/A	N/A
Panasonic 4065,7065 WU 4HR Care Kit	1221456		1	\$ 1,021.00	No	N/A	N/A
Panasonic 4065,7065 PW NBD Care Kit	8646416		1	\$ 1,242.00	No	N/A	N/A
Panasonic 4065,7065 PW 4HR Care Kit	1720028		1	\$ 1,391.00	No	N/A	N/A

Support Services: 1-800-52Kodak (525-6325), prompt #2
Services provided outside of a service contract or warranty

<ul style="list-style-type: none"> ▪ Relocation Services ▪ Power Monitoring ▪ Power Conditioning ▪ Optical Disk Cleaning ▪ Conversion Services ▪ Environmental Services 	<ul style="list-style-type: none"> ▪ Media / Equipment Destruction ▪ Used Equipment Installation ▪ Used Equipment Re-Certification ▪ Professional Services / Additional Training ▪ Product Refurbish/Rebuild Services & Site Inspection
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And more

**All services listed below are for SOW with the exception of Care Kits .
 For SOW Required services call 1-800-52KODAK* PROMPT#2**

Description	Catalog#	Eff Date	Qty	List Price
SUPPORT SERVICES CARE KITS --> Installation & Training Care Kits				
INSTALL & TRAINING CARE KIT ALL MODELS EXCEPT i800/i1800 SERIES	1900356		1	\$ 714.00
OPERATOR TRAINING CARE KIT i800/i1800 SERIES	8633877		1	\$ 1,200.00
INSTALLATION AND TRAINING CARE KIT BB&H 8000 SERIES and NGENUITY	1063262		1	\$ 1,200.00
INSTALLATION CARE KIT BB&H 8000 SERIES and NGENUITY	8285793		1	\$ 900.00
TRAINING CARE KIT BB&H 8000 SERIES and NGENUITY	1038876		1	\$ 900.00
INSTALLATION AND TRAINING CARE KIT BB&H TRUPER	1122159		1	\$ 900.00
i9600 ACCREDITATION + TRAINING CARE KIT	8300212		1	\$ 2,700.00
i7300 ADVANCED TRAINING CARE KIT	1468917		1	\$ 2,100.00
KODAK CAPTURE PRO REMOTE TRAINING SERVICE CARE KIT	8794794		1	\$ 600.00
KODAK CAPTURE PRO REMOTE STARTUP SERVICE CARE KIT	8733636		1	\$ 600.00
KODAK CAPTURE PRO REMOTE JOB SETUP SERVICE CARE KIT	1082015		1	\$ 600.00
SUPPORT SERVICES --> Installation				
CAPTURE SOFTWARE INSTALLATION	*		1	Requires Quote
HV SCANNER RELOCATION	*		1	Requires Quote
IMAGELINK RELOCATION	*		1	Requires Quote
TRADITIONAL PRODUCT RELOCATION	*		1	Requires Quote
14 INCH OPTICAL STORAGE RELOCATION	*		1	Requires Quote
SUPPORT SERVICES --> Training				
SCANNER TRAINING ADDL STUDENT (EA)	*		1	Requires Quote
SCANNER ACCESSORY TRAINING	*		1	Requires Quote
SYSTEMS SERVICES-INSTALLATIONS	*		1	Requires Quote
POWER QUALITY AUDIT-EXTRA (EA)	*		1	Requires Quote
MICROGRAPHICS PROD TRN	*		1	Requires Quote
MICROGRAPHICS ACCESSORY TRAINING	*		1	Requires Quote
MICROIMAGER TRNG ADDL STUDENT (EA)	*		1	Requires Quote
DS SCANNER 990 TRAINING	*		1	Requires Quote
IDW 2000 TRAINING	*		1	Requires Quote

Support Services: 1-800-52Kodak (525-6325), prompt #2
Services provided outside of a service contract or warranty

<ul style="list-style-type: none"> ▪ Relocation Services ▪ Power Monitoring ▪ Power Conditioning ▪ Optical Disk Cleaning ▪ Conversion Services ▪ Environmental Services 	<ul style="list-style-type: none"> ▪ Media / Equipment Destruction ▪ Used Equipment Installation ▪ Used Equipment Re-Certification ▪ Professional Services / Additional Training ▪ Product Refurbish/Rebuild Services & Site Inspection
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And more

**All services listed below are for SOW with the exception of Care Kits .
 For SOW Required services call 1-800-52KODAK* PROMPT#2**

Description	Catalog#	Eff Date	Qty	List Price
IDW NETWORK NODE PS TRAINING	*		1	Requires Quote
SUPPORT SERVICES --> Implementation				
SYSTEMS SERVICES	*		1	Requires Quote
CONSULTING AND PLANNING SERVICES	*		1	Requires Quote
NETWORK ASSESSMENT SERVICES	*		1	Requires Quote
NETWORK DESIGN SERVICES	*		1	Requires Quote
NETWORK IMPLEMENTATION SERVICES	*		1	Requires Quote
NETWORK SUPPORT SERVICES	*		1	Requires Quote
MISC. SERVICES-SCANNERS	*		1	Requires Quote
MISC. SERVICES-OTHER	*		1	Requires Quote
MISC. SERVICES-MICROGRAPHICS	*		1	Requires Quote
ABC1000-11 POWER CONDITIONER 10 AMP	*		1	Requires Quote
ABC1200-11 POWER CONDITIONER 15 AMP	*		1	Requires Quote
ABC1600-11 POWER CONDITIONER 20 AMP	*		1	Requires Quote
QC DIGITAL LINE FILTER 15 AMPS	*		1	Requires Quote
QC DIGITAL LINE FILTER 20 AMPS	*		1	Requires Quote
EQUIPMENT STAGING SERVICE	*		1	Requires Quote
STAGING SERVICE WITH REPACK	*		1	Requires Quote
SUPPORT SERVICES -->Training & Implementation Services				
DSV PRODUCT W/ PF APPSW & DEV TRNG	*		1	Requires Quote
INTIMAGING TRNG/ADDL STUDENTS	*		1	Requires Quote
IMS SEARCH APPLIC TRANSFER 2-10UNIT	*		1	Requires Quote
IMS MODE MIGRATION SERVICE	*		1	Requires Quote
IMS SEARCH APPLICATION DEVELOPMENT	*		1	Requires Quote
SUPPORT SERVICES -->Other Services				
BB&H SPECTRUM TRANSPORT RECONDITIONING-NCR RESISTANT ROLLERS	*		1	Requires Quote
BB&H 8000 SERIES SCANNER RECONDITIONING	*		1	Requires Quote

Support Services: 1-800-52Kodak (525-6325), prompt #2
Services provided outside of a service contract or warranty

<ul style="list-style-type: none"> ▪ Relocation Services ▪ Power Monitoring ▪ Power Conditioning ▪ Optical Disk Cleaning ▪ Conversion Services ▪ Environmental Services 	<ul style="list-style-type: none"> ▪ Media / Equipment Destruction ▪ Used Equipment Installation ▪ Used Equipment Re-Certification ▪ Professional Services / Additional Training ▪ Product Refurbish/Rebuild Services & Site Inspection
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And more

**All services listed below are for SOW with the exception of Care Kits .
 For SOW Required services call 1-800-52KODAK* PROMPT#2**

Description	Catalog#	Eff Date	Qty	List Price
CONVERSION SERVICES --> Film to Digital and Digital to Digital				
CONVERSION SVCS SETUP FEE	*		1	Requires Quote
F2D CONVERSION SERVICES	*		1	Requires Quote
F2D CONVERSION SVCS LABOR	*		1	Requires Quote
F2D CONVERSION SVCS SETUP FEE	*		1	Requires Quote
F2D CONV SVCS TECHNICAL SUPPORT	*		1	Requires Quote
F2D CONV SVCS TRAVEL & PER DIEM EXP	*		1	Requires Quote
F2D CONVERSION SVCS OUTPUT MEDIA	*		1	Requires Quote
F2D CONV SVCS SHIPPING & HANDLING	*		1	Requires Quote
F2D FICHE CONVERSION SERVICES	*		1	Requires Quote
F2D FILM CONVERSION SERVICES	*		1	Requires Quote
D2D CONV SVCS TRAVEL & PER DIEM EXP	*		1	Requires Quote
CONVERSION SVCS SHIPPING & HANDLING	*		1	Requires Quote
CONVERSION SERVICES OUTPUT MEDIA	*		1	Requires Quote
CONFIDENTIAL DESTRUCTION SERVICES	*		1	Requires Quote
DATA CONVERSION SERVICES	*		1	Requires Quote
MEDIA CONVERSION SERVICES	*		1	Requires Quote
KODAK s1740 Support Services				
KODAK s1740 CUSTOMER TRAINING	*		1	Requires Quote
KODAK s1740 PRODUCT RELOCATION	*		1	Requires Quote

NEW EQUIPMENT WARRANTY INFORMATION**Limited Warranty Time Period**

Kodak warrants to Distributor these products are (1) free from defects in materials and workmanship, and (2) will function properly for the applicable time period from date of shipment. The Distributor's warranty rights shall survive resale of these products, and is transferable to the end user of these products.

Limited Warranty Repair Coverage

If the equipment does not function properly during the warranty period and the warranty includes on-site service, a Kodak Field Engineer (FE) will repair the equipment without charge during Kodak's normal working hours (usually 8:00 a.m. to 5:00 p.m. customer local time Monday through Friday). Such repair service will include any necessary adjustments and/or replacement of parts. If included, a Kodak representative will perform periodic maintenance service to clean, test, and maintain the equipment in good working order. Consumable and supply items are billed as required.

Off hours service is available at overtime rates.

Depot or mail-in service requires that the end-user mail the equipment to a specified location, where it will be repaired and sent back to the end-user, usually within 7-10 business days. Kodak will issue a Return Material Authorization number for the return of the product to Kodak.

How to Obtain Service: Call 1-800-822-1414. A Kodak dispatcher will arrange for the appropriate service.

LIMITED WARRANTY TERMS

THE FOLLOWING IS NOT COVERED BY THE LIMITED WARRANTY: (a) inadequate packing for return shipment to Kodak; (b) circumstances beyond Kodak's control; (c) service or parts to correct problems resulting from the use of attachments, accessories, alterations, or software not marketed by Kodak; (d) service associated with relocation; (e) service or parts associated with any modifications or alteration of the product; (f) misuse; (g) abuse; (h) failure to follow Kodak's operating instructions; or (i) failure to use Kodak-supplied spare parts.

Limitations: Warranty service is limited to the contiguous United States, the island of Oahu, Hawaii, and certain areas of Alaska and Canada.

Kodak makes no other warranties, expressed or implied, or merchantability for this equipment.

KODAK'S ONLY OBLIGATIONS ARE THOSE EXPRESSLY SET FORTH UNDER THIS AGREEMENT. Kodak will not be responsible for any consequential or incidental damages resulting from the sale, use or improper functioning of the equipment, regardless of the cause.

This limitation of liability will not apply to claims for injury to persons or damage to real property caused by the sole negligence or fault of Kodak.

Warranty Code Warranty Period

W-01 One year depot service
 W-02 One year telephone technical support
 W-03 One year – 3 months on site, 9 months mail-in repair
 W-04 One year on site
 W-05 One year Assisted AUR with Help Desk
 W-06 3 months onsite 4HR
 W-07 3 months telephone technical support
 W-08 One year AUR
 W-09 3 months - replacement
 W-10 3 months Assisted AUR with Help Desk
 W-11 3 months onsite NBD
 W-12 30 days



April 27, 2011

To Whom It May Concern:

This letter is to certify that CDMS, Inc. located at 3605 N. Progress Ave. Suite 100 in Harrisburg, Pa. 17110, is a qualified reseller of Eastman Kodak Company's Document Imaging capture products and services.

Eastman Kodak has established an indirect channel that enables the consumer to purchase Document Imaging hardware and services through qualified resellers. As stated above, CDMS, Inc. is qualified to resell Kodak Document Imaging hardware and services.

If you should have any questions or concerns regarding this information, please do not hesitate to call me at the number listed above.

Sincerely,

A handwritten signature in black ink, reading "Laurie S. Smith".

Laurie S. Smith
Contract Administrator

**MICROFILM EQUIPMENT, SERVICES AND SUPPLIES
SPECIFICATIONS
IFB 6100016754**

CONTRACT SCOPE/ OVERVIEW

It is the intent of the Commonwealth of Pennsylvania to award multiple state wide contracts for the procurement and leasing of new Microfilm Equipment, Maintenance/Repairs, Supplies, Accessories, Software and Related Services to responsible Contractors who are able to meet the terms and conditions of the this IFB and who offer the best discount from the manufacturer's nationally published price list. Awarded contracts may be used by state agencies and Costars members.

General

The multiple awarded state wide contracts will include the Lease with Fair Market Value Option, Installment Purchase and Outright Purchase of Microfilm Equipment, Accessories, Software and Supplies.

Items Covered by the Contract

- a. Microfilm/microfiche readers/printers
- b. Microfilm/ microfiche camera lenses
- c. Microfilm and microfiche film and supplies (lamps, processing supplies, microfilm jackets.)
- d. Rollfilm Readers
- e. Aperture Card Scanning
- f. All sundry supplies associated with Microfilm/microfiche readers/printers, Rollfilm Readers and Aperture Card Scanning equipment
- g. Related software and software upgrades
- h. Maintenance and repairs of new and existing microfilm equipment and accessories

Term

The term of the contract will commence on the Effective Date and will end in five (5) years.

Qualifications

Bids will only be accepted from established manufacturers or their authorized dealers having at least 5 years of experience selling or servicing the Items covered by the Contract. All installation and service personnel must be certified by the OEM for installation and repair, where applicable.

Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer and that the manufacturer has agreed to supply the dealer with all the quantities of products required to fulfill its obligations under the resultant contract with the Commonwealth. Contractors will provide a certificate from the manufacturer acknowledging this level of support upon DGS request.

Respond to the following in Bidder Qualifications, Appendix I:

1. Did Submitter violate any of the contractor integrity provisions in connection with the submission of its offer or any contract negotiations?
2. In the last 4 years, has Submitter's officers, directors, associates, partners, or individual owners been charged with, or convicted of, any misdemeanor or felony?

Financial Capabilities

Describe your company's financial stability and economic capability to perform the contract requirements. If your company is a publically traded company, please provide a link to your financial records on your company's website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns (e.g. Balance sheets, profit and loss statements).

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the IFB.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Contractor to perform the Project, and the Contractor shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Issuing Office that such Contractor is properly qualified to carry out the obligations of the IFB and to complete the Project as specified.

Price

Price shall include all customs duties and be net, F.O.B destination to any point within the State of Pennsylvania.

A single percentage discount shall be offered for each item category with the manufacturer's product line and shall be based on the manufacturers nationally published price list in effect at the time of the IFB opening.

Any replacement models shall be offered at the same discount as the model being replaced. The nationally published price list shall consist of one of the following types listed below:

- 1) Manufacturer's Suggested List Price (MSLP);
- 2) Manufacturer's Suggested Retail Price (MSRP);
- 3) Governmental price list;
- 4) Commercial price list.

In the event that more than one version of a price list is received from multiple Contractors for the same manufacturer's product line, the Contractor(s) offering the older price list shall be required to update their price list to the most recent version at the same discounts initially offered for each category. Failure of the Contractors to comply with this requirement may result in rejection of their bid.

Price List Changes

Awarded contractors(s) may update their contract price list every six months only, beginning with the contract start date to reflect new products, manufacturer's price changes, deletion of discontinued products, etc.

Discounts quoted are to be firm for 1 year.

Awarded contractors shall submit their updated Price list to the Department of General Services (DGS) for review and approval prior to issuing to authorize users. Awarded contractors shall provide requesting authorized users with copies of DGS approved price list(s) upon request

Contractor's Pricing Submittal

Price lists are submitted with the bid proposal for the sole purpose of providing a reference to the various items on the Price list and the Manufacturer's Price for each item. Any reference which may appear on any Price list, to any terms and conditions, such as F.O.B. Shipping Point, minimum order amount or quantity, or Prices subject to change, will not be part of any contract with the successful Contractor(s) and

will be disregarded by the Commonwealth. If “Excluded Items” appear in the manufacturers authorized published price list, they must be lined out or stamped “Deleted” or “Excluded”, failure to do so may result in rejection of the bid as non-responsive.

The Commonwealth requires that the offeror provide a completed Manufacturer Discount Sheet, **Appendix A** with their bid response. Please reference the attached document and instructions provided.

Price Lists and Catalogs

Contractor shall be required to furnish, without charge, price lists and catalogs identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorize users which request them. Price lists and catalogs provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the price lists and catalogs.

Price lists and catalogs must be furnished in an electronic format. If the contractor has an active web-site, ensure you include this within your bid. Upon request, the contractor shall assist authorized users in the use of price lists and catalogs.

Information to Be Furnished Upon Request

The Contractor must submit upon request from DGS, detailed specifications, circulars and all necessary documentation on the products to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above documentation may result in rejection of the bid. DGS however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

Lease Plans

Please reference the Leasing Terms and Conditions. **Appendix E**. Changes are not authorized to the Leasing Terms and Conditions.

Maintenance and Repairs

For Lease Plans

The original contractor supplying equipment is required to provide routine and preventative maintenance for the term of the lease. These costs shall be included in the monthly lease cost of the equipment. The contractor shall provide such maintenance service for all equipment procured using the lease option under the contract. The maintenance service shall include such service as is necessary to keep the equipment operating satisfactorily, including preventative maintenance.

For Outright Purchases and Existing

Contractor's may provide full service maintenance and repairs to cover all of the specified manufacturer's equipment procured through outright purchase or other manufacturer's equipment already owned by the agency. Full service maintenance shall include replacement of all parts and furnishing all labor for maintenance necessary to keep the equipment in good operating condition.

All replacement parts shall be covered by the Contract. Replacement parts will be furnished on an exchange basis. Genuine manufacturer's replacement parts shall be used exclusively, unless a letter of exception is approved by the manufacturer and the agency contact person. All parts removed due to replacement become the property of the Contractor

A schedule for preventative maintenance for the specific equipment requirements shall be developed by the Contractor and the contact person for the using agency identified on the purchase order.

Training

All equipment prices shall include instruction of a maximum of three (3) Commonwealth personnel for one session of a minimum of four (4) continuous hours in the operation and maintenance of the equipment. The topics to be included in this instruction are as follows:

- a. Complete orientation of all of the equipment's features, functions, and capabilities.
- b. "Hands On" training of each employee in the operation of the machine by demonstration and use.
- c. Trouble shooting of the equipment, including identification of codes and/or symbols used to diagnose problems.
- d. Process to identify that equipment needs a technician's services and the method of notification to a qualified service technician.
- e. Review of system documentation, electronic or hardcopy

Commercial Software

If a product delivered under this contract is commercially available software for use with sold or leased equipment and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Appendix D (Software License Requirements) as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Appendix D (Software License Requirements) as a material part of the licensor's software license agreement.

Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

Price Changes Applicable only to Term Contracts

This is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the PO at the prices submitted in the response to the solicitation.

Packaging

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

Inspection at Contractor's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

Literature

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Green Purchasing and Energy Star Products

The Contractor shall ensure that equipment and technology services are performed with products that meet and/or exceed ENERGY STAR, FEMP, low standby power, and EPEAT guidelines. The Contractor shall provide products that earn the ENERGY STAR label and meet the ENERGY STAR specifications for energy efficiency.

The Contractor shall utilize ENERGY STAR products, as specified at www.energystar.gov/products, for complete product specifications and updated lists of qualifying products.

The Contractor shall utilize the purchasing specifications specified for FEMP designated products at www.femp.energy.gov/procurement. The Contractor shall utilize low standby power products as specified at www.femp.energy.gov/procurement.

The Contractor shall utilize EPEAT registered products as specified at www.epeat.net.

The Contractor shall use these products to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user.

Risk of Loss

Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

Tasks

Ordering

All orders shall be F.O.B. Destination with all freight charges paid by the Contractor.

Partial shipments will be acceptable only if authorized by the buying Commonwealth agency.

The Contractor shall ensure all incorrect shipments and/or invoices are corrected in a timely manner, and a status of the delivery order should be made available on the company's website. All products ordered should arrive in **10** business days or less, unless acceptable to the agency.

Customer Service/Technical Support

The Contractor is responsible for providing a central point of contact to address account and customer service issues. Troubleshooting technical difficulties is the responsibility of the contractor. The Contractor will make available technical support contacts through the Internet and provide a toll-free contact number.

COSTARS Program Questionnaire

Complete and sign the questionnaire, Appendix G, regarding the COSTARS program contained in Appendix C of this RFP. Submit the signed questionnaire with your bid

Domestic Workforce Utilization Certification.

Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix H**. Offerors who seek consideration for this criterion must submit the signed Domestic Workforce Utilization Certification Form. Submit the signed document with your bid.

Statement of Work

The Statement of Work, Appendix F, is to accompany all purchased services associated with this contract. Appendix F must be filled out completely, signed accordingly, attached to the purchase order and will then become a material part of the Purchase Order.

APPENDICES

****** Complete as required and attach electronically to Bid******

Appendix A- Manufacturer Discount Sheet (Attach to your bid)

Appendix B- State of Manufacturer (Attach to your bid)

Appendix C- Small Business Certifications (Attach to your bid)

Appendix D- Software License Agreement

Appendix E- Lease Terms and Conditions

Appendix F – Statement of Work

Appendix G – COSTARS Program Questionnaire (Attach to your bid)

Appendix H – Domestic Workforce Utilization Certification (Attach to your bid)

Appendix I – Bidder’s Qualifications (Attach to your bid)

Appendix J – STD-168 (Attach to your bid)

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DGS to satisfy a need for **Microfilm Equipment** .

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (Nov. 2006)

Any questions concerning conditions and specifications must be directed to the Issuing Office.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.PS.US.COM it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (Dec 12 2006)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received in the Bid Opening Room prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.
- d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)

- a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.
- b. **Time for Filing.**
 - 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
 - 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
 - 3) Untimely filed protests shall be disregarded.
- c. **Form of Protest.**
 - 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
 - 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
 - 3) The protesting party may submit with the protest any documents or information deemed relevant.
- d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.
- e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if

awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

f. **Procedures.**

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.
- 3) **Review.** The head of the purchasing agency (or designee) shall:
 - a) Review the protest and any response or reply.
 - b) Request and review any additional documents or information he deems necessary to render a decision.
 - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
 - d) In his sole discretion, conduct a hearing.
 - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
 - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

g. **Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

h. **Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-027.1 COSTARS Program (Aug 2010)

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth

executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902 , from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Qualified Small Business Bidder , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000 (\$25,000,000 for IT sales or service businesses)	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Department of General Services Small Business Certification must be returned with the bid package.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “ Commonwealth of PA ”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.

f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth

calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars . If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars , where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:
Department of General Services
COSTARS Program
555 Walnut Street , 6th Floor
Harrisburg , PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

I.10 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.11 IFB-030.1 Approved Equal (Nov 2006)

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known

specification deviations from the referenced product.

I.12 IFB-031.1 Alternates (Nov 2006)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award.

I.13 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
- 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in

Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.

- 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 IFB-006.1b COSTARS Program Questionnaire - Electronic Submission (Oct 2006)

Offerors should complete and submit the COSTARS Program Questionnaire Form, which is attached to and made a part of this IFB, and submit it with its proposal. The completed COSTARS Program Questionnaire Form should be submitted as part of the Bid Response.

II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.3 II-IFB-012.1 RETURN GOODS POLICY (NOV 2006)

Each bidder must submit a copy of their return goods policy with their bid.

II.4 II-IFB-016.1 POST-SUBMISSION DESCRIPTIVE LITERATURE (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.5 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Response.

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1g Notification of Selection - All Bidder Plus Selection of Best Value (Oct 2006)

Award will be made to all responsible and responsive bidders. The Issuing Office will also select a single best value contractor whose bid represents the best value to the Commonwealth taking into consideration all of the best value evaluation factors.

III.3 III-IFB-007.1 Awards (Nov 2006)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made, through the issuance of a Purchase Order, to the lowest responsible and responsive Bidder. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the lowest responsible and responsive Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the PA Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE (NOV 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

III.7 III-IFB-014.1 REBATES (Nov 2006)

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1a SPECIFICATIONS (Nov 2006)

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (Jan 2008)

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.4 CONTRACT-003.1a Signatures – Contract (March 2007)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor.

No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract will not include an "ink" signature by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by

the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.5 CONTRACT-004.1a Definitions (Dec 12 2006)

As used in this Contract, these words shall have the following meanings:

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

V.6 CONTRACT-005.1a Purchase Orders (Feb 2007)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.7 CONTRACT-007.01a Supplies Delivery (Nov 30 2006)

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified. Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

V.8 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.9 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.10 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and

the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.11 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.12 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.13 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.14 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section

693.1.

V.15 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.emarketplace.state.pa.us on the date of submission of the bid, proposal or contract offer.

V.16 CONTRACT-014.3 Enforcement (Oct 2006)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.17 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.18 CONTRACT-015.2 Billing Requirements (Dec 5 2006)

The Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.19 CONTRACT-015.3 Invoice Requirement – SAP Purchase Orders (Feb 2007)

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Electronic Invoicing, Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the Purchase Order promptly after the item(s) are delivered. The invoice should include only amounts due under the Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates and the Purchase Order or task order to which it refers.

V.20 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.21 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.22 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.23 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.24 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.25 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.26 CONTRACT-021.1 Default (Dec 12 2006)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;
 - 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.

- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.27 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.28 CONTRACT-023.1a Termination Provisions (Oct 2006)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.29 CONTRACT-024.1 Contract Controversies (Oct 2006)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.30 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.31 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.32 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Aug 2010)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate

against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD -21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD -28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD -21 within the past 12 months may, within the 15 days, request an exemption from the Form STD -21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.33 CONTRACT-028.1 Contractor Integrity Provisions (Aug 2010)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest*

Act, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

a. Approved in writing by the Commonwealth prior to its disclosure; or

b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

d. Necessary for purposes of Contractor's internal assessment and review; or

e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or

f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or

g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1) obtaining;

(2) attempting to obtain; or

(3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c. Violation of federal or state antitrust statutes.

d. Violation of any federal or state law regulating campaign contributions.

e. Violation of any federal or state environmental law.

f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*

h. Violation of any federal or state law prohibiting discrimination in employment.

i. Debarment by any agency or department of the federal government or by any other state.

j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are

cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. “Financial interest” means:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

f. “Immediate family” means a spouse and any unemancipated child.

g. “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

V.34 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order

or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.35 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs,

and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.36 CONTRACT-031.1 Hazardous Substances (Oct 2006)

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and

- c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

V.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.38 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.39 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.40 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.41 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.42 CONTRACT-037.1b Confidentiality (Oct 2006)

The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

V.43 CONTRACT-043.1 General (March 5, 2007)

- A. Lease options To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any items covered by the Contract, these Leasing Terms And Conditions shall, in addition to the other terms and conditions of the Contract, govern the lease. The Contractor may offer both standard leases and lease/purchases. These transactions shall be referred to as "Leases" in these Leasing Terms and Conditions. If a Lessee desires a Lease, the Lessee shall indicate its election to lease Contract items on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to these Leasing Terms and Conditions. Any items covered by a Lease shall be called "Leased Property" in these Leasing Terms and Conditions.
- B. Assignments The Contractor may assign, without Lessee consent, any Lease to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.
- C. Leased Property Notwithstanding any provisions to the contrary in the Contract, in the event of a Lease

assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Item. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an acceptance certificate, if the Leased Property is in whole or in part unsatisfactory for any reason, the Lessee shall, nevertheless, continue to make rental payments under the applicable Lease and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

- D. Acceptance After a Lessee executes and the Initial Assignee receives an acceptance certificate in the form attached to these Terms and Conditions (" Lease Acceptance Certificate"):
1. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make rental payments under the Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
 2. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
 3. If the Leased Property is delivered in more than one delivery, unless otherwise specified in the Special Terms and Conditions for this procurement, the Lessee will provide separate acceptance certificates for each delivery of Leased Property, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

V.44 CONTRACT-043.2 Lease Terms (Oct 2006)

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the PO.

V.45 CONTRACT-043.3 Term (Oct 2006)

The Lease term shall commence on the date the Lessee accepts the equipment and/or Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. If the Leased Property is provided in separate deliveries, the term for each delivery shall expire the specified time after the date of the Lessee's execution of the acceptance certificate as provided in Subsection I.D. of these Leasing Terms and Conditions.

V.46 CONTRACT-043.4 Payments (Oct 2006)

- A. Full term intention The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term unless the Lessee terminates the Lease, either for Contractor Default or for

nonappropriation of funds as specified in Subsection B. of this Section.

- B. Nonappropriation The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
1. The Lessee delivers unencumbered title to the Leased Property to the contractor or Initial Assignee (if applicable);
 2. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
 3. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property are not being replaced by similar Property from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

V.47 CONTRACT-043.5 Leasing Terms and Conditions (Oct 2006)

- A. Title. Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass upon payment of the final installment or other concluding payment option, after which neither the Contractor nor any assignee shall have any further interest in the Leased Item. The Lessee acknowledges that the Leased Property remain personal property during the Lease term and that the Leased Property shall not become a fixture or affixed to real property during that term. The Lessee shall keep the Leased Property free and clear of all encumbrances during the Lease term, excluding any Contractor or assignee security interest.
1. At the Contractor's or Initial Assignee's request, as applicable, the Lessee will join the Contractor/Initial Assignee in executing one or more financing statements pursuant to the Uniform Commercial Code or other registration law applicable to the location of any Leased Property.
 2. If the Contractor/Initial Assignee deems filing to be necessary or desirable, the Contractor/Initial Assignee shall pay the cost of filing the financing statement(s) in public offices.
- B. Risk of Loss. The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the Lease shall terminate as to those Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

- C. Assignment. The Lessee shall not assign any Lease, or other interest in the Leased Property, nor shall the Lessee sublease the Leased Property, without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease or Leased Property to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign rental payments under any Lease or Lease/Purchase to a third party.
- D. Purchase Option. If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.
- E. Extension. If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.
- F. Return of Equipment. At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J. of this Section, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.
1. Since DGS has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
 2. Except in the event of a total loss of any or all Leased Property as described in Subsection B. of this Section, and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
 3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.
- G. Warranties
1. The Contractor/Initial Assignee, as applicable, grants to the Lessee the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.

2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, shall interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Subsection J. of this Section shall have occurred and be continuing.

H. Liability

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Item, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee 's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Subsection 1. of this Section, including but not limited to risks of public liability and property damage.

I. Financing and Prepayment

1. If the Contractor is not the supplier of the Leased Property, the Contractor shall pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Contractor shall require the Initial Assignee to pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Item.
2. The Lessee may terminate the financing for any Leased Item by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases any items related to a Leased Item prior to the expiration of the Lease terms, or if the Lease is terminated for any reason except nonappropriation as described in Subsection B. of this Section, and if the Leased Item has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Item.

J. Default

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment; if the Lessee breaches any other provision under these Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee; or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, then the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:

- a. Terminate the Lease.

- b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property from the Premises without being liable to the Lessee in any action or legal proceeding. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the PO
 - c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease PO. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default, the Lessee may pursue one or more of the following remedies:
- a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make rental payments for those Contract Items which have been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
 - b. The Lessee may cancel, without liability for payment, its order for any Contract items which have not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual number of Leased Property which were delivered and accepted. If no Leased Property have been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
 - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against the Lessee's obligation to make rental payments.

V.48 CONTRACT-043.6 Compliance with Internal Revenue Code (Oct 2006)

- A. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
- B. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will upon demand pay the Contractor/Initial Assignee a sum the Contractor/ Initial Assignee

determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

V.49 CONTRACT-043.7 Use and Location of, and Alterations to, Leased Property (Oct 2006)

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

V.50 CONTRACT-043.8 Warranty Disclaimer (Oct 2006)

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE EQUIPMENT AND ANY LEASED PROPERTY "AS IS". IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

V.51 CONTRACT-043.9 Governing Law (March 5, 2007)

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

V.52 CONTRACT-043.10 Notices (Oct 2006)

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

V.53 CONTRACT-043.11 Terms (Oct 2006)

These Leasing Terms and Conditions are in addition to the other terms and conditions of the Contract, except to the extent the Contractor assigns a PO to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. To the extent that there is a

conflict between the other terms and conditions of the Contract and these Leasing Terms and Conditions, these Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected the lease option.

V.54 CONTRACT 043.12 Acceptance Certificate (Dec 6 2006)

The acceptance certificate required in these Leasing Terms and Conditions shall be in the form set forth in the attachment to this Contract.

V.55 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

V.56 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.57 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential

Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Appendix A - MANUFACTURERS DISCOUNT SHEET

In order to complete the Bid sheet correctly , please follow the instructions below

1. Please enter a discount rate off list price for each Manufacture your company would like to provide equipment for in the PERCENT OF DISCONT FROM REFERENCED PRICE LIST column.
2. Please enter a discount rate off list price for each Manufacturer your company would like to provide accessories for in the PERCENT OF DISCOUNT FROM REFERENCED PRICE LIST column.
3. Please enter the Date of the price List your discount will apply to in the Price List Identification Date column.

* Your Company must provide the Manufacturers certification forms for all Manufacturers your company will choose to be resellers for .

** Your company must provide a price Lists for All Manufacturers for which the Discount Rate will apply to.

APPENDIX A - MANUFACTURERS DISCOUNT SHEET- IFB 6100016754			
MICROFILM EQUIPMENT , SERVICES AND SUPPLIES			
COMPANY NAME -			
DESCRIPTION	PRICE LIST IDENTIFICATION DATE	WILL YOU OFFER LEASING OF YOUR EQUIPMENT WITH ATTACH TERMS AND CONDITIONS. Y=YES N=NO	PERCENT OF DISCONT FROM REFERENCED PRICE LIST
Microfilm Equipment			
Microfilm Equipment Maintenance/Repairs			
Microfilm Equipment Supplies			
Accessories which are not covered or included in other purchases, including Software and Software Maintenance/Upgrades			

STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at www.dgs.state.pa.us, by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information.** Failure to complete this chart **and provide the required information prior to the expiration of the second business day after notification shall** result in the rejection of the bid.

<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■
■	■	■

BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

■
■
■

DEPARTMENT OF GENERAL SERVICES SMALL BUSINESS CERTIFICATION

If the Bidder/Offeror is a Qualified Small Business, the Bidder/Offeror must complete, sign and submit the following certification with its Bid/Proposal.

I, _____, being the _____ [title] of _____ [Contractor], ("Contractor") do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") that:

- 1. Contractor is not a subsidiary of another firm. Yes No
- 2. Contractor is not dominant in its field of operation. Yes No
- 3. Contractor employs no more than 100 full-time or full-time equivalent employees. Yes No

Total Number of Full-time or Full-time Equivalent Employees on Payroll _____

- 4. Contractor earned less than \$20,000,000 in gross annual revenues (\$25,000,000 in gross annual revenues for those businesses in the information technology sales or service business) in each of its last two fiscal years. Yes No

Gross Annual Revenues in its Last Fiscal Year \$ _____
 Gross Annual Revenues in its Preceding Fiscal Year \$ _____

- 5. If Contractor is a new business (less than 1 year), Contractor has an approved business plan by the Small Business Development Center or by a Pennsylvania Enterprise Center authorized by the Minority Development Agency of the United States Department of Commerce. Yes No
- 6. The information and certifications provided by Contractor are material and important and will be relied upon by the Commonwealth in awarding the contract. The Department shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX D
SOFTWARE LICENSE REQUIREMENTS

This Appendix shall be attached to and made a material part of Software Publisher’s Software License Agreement (collectively the “Agreement”) between Licensor and the Commonwealth of Pennsylvania (“Commonwealth”). The terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

1. **Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a “Commonwealth Agency” as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
2. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
3. **Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
4. **Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the “Claim”), including all licensed products provided by the Licensor. For the purposes of this Agreement, “indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any

judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's

expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

- (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;

- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=45862_1&level=2&css=L2&mode=2. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement,

endorsement, or any other type of publicity. This includes the use of any trademark or logo.

- 11. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Witness:

Signature Date

Printed Name

Title

Software Publisher

Signature Date

Printed Name

Title

Attachment 1

LIST OF LICENSED PRODUCTS AND FEES

The following information may be revised upon mutual agreement of the Commonwealth and the Licensor on a semiannual basis.

A. Licensed Product:

The Licensed Product includes (list all titles covered by this agreement)

(Note: Insert active link if list is extensive.)

For all fees paid by the Licensee, Licensor acknowledges the License Fee will be paid to Licensor by the Software Reseller contracted by the Commonwealth of Pennsylvania. Fees are listed in the “Services and Pricing Tables” attached to this Agreement.

B. Installation and Configuration Fees (if applicable):

The License Fee includes the following (e.g. installation, configuration services, project management support):

-
-

Additional hours may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

C. Services Included in License Fee(s) (if applicable):

The License Fee includes the following services:

-
-

Additional services may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

D. Maintenance and Support Fees:

Licensor will make the following Maintenance & Support Services available to the Licensee:

Standard Maintenance and Support Services

The Licensee shall receive support by phone, email, or if necessary site visits during the duration of the agreement. If site visits are deemed necessary travel must be in accordance with the

Management Directive 230.10 only at the discretion of the agency. This Management Directive can be found by copying the following link into your internet browser:

http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/management_administrative_support/items/230_10.html

The billable hours will begin in accordance with the established rate card as specified in the “Services and Pricing Tables”.

Standard updates (e.g. service packs, security updates, patches, etc.) are included in the Standard Maintenance and Support Service Fee and will be delivered to the Licensee electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-ROM. Licensee may request that a Licensor technician install the updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the rates set forth in the “Services and Pricing Tables”.

Licensee may, at its option, allow Licensor technical staff to log into the Licensee’s system remotely in order to install Updates or to resolve technical problems.

E. Renewal of Support Services/Software Maintenance

The Licensee may renew the Standard Maintenance and Support Services set forth in this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year. Included in the License Fee shall be the Support and Maintenance Services for a period of one (1) year. The Support Services Renewal Fee for the first year following the Initial Support Term shall be determined as follows:

Cost Calculation: Standard Maintenance and Support = Annual Maintenance Percentage * Net License Costs. The Commonwealth expects the “Annual Software Maintenance Percentage” shall not exceed 18% of the “Net License Costs.” The Commonwealth may negotiate the “Annual Software Maintenance Percentage” on a product-by-product basis. The Commonwealth may elect ongoing Software Maintenance at its discretion.

The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be calculated based on the original Net License Costs to the Commonwealth. The Annual Software Maintenance Costs will remain fixed for a period of five (5) years.

Enhanced Support and Maintenance Fees are described in **Section 2** of this document.

F. Contacts and Support Service Levels

Licensors shall make several contacts available to the Licensee in three ways, as follows:
(Note: This information may be updated as necessary to accommodate organizational changes)

Primary Technical Contact:	Secondary Technical Contact:
Primary Number:	Primary Number:
Secondary Number:	Secondary Number:
Primary email:	Primary email:

Lead Account Contact:	Secondary Account Contact:
Primary Number:	Primary Number:
Secondary Number:	Secondary Number:
Primary email:	Primary email:

During normal business hours, Monday through Friday from 7:30 AM EST to 6:00 PM EST, Licensee shall use the primary email address to contact an individual, and/or the primary number. For after hour, weekend and holiday support, Licensee shall call _____ or e-mail _____

SECTION 2: Summary of Enhanced Maintenance and Support:

Provide a summary of various enhanced maintenance and support services. Describe completely.

-
-

Pricing will be accordance with the established schedule as specified in the “Service and Pricing Tables”.

Service Level Agreement

(if applicable)

Provided the Licensee maintains and supplies remote access capability to Licensor's system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and the associated response obligations set forth below: (insert Priority levels, with definitions and maximum SLA response times):

Service and Pricing Tables

1. Tiered License Costs or Enterprise Costs:
2. Installation and Configuration Fees: (attach rate card)
3. Additional Services:
4. Standard Maintenance and Support Fees:
5. Enhanced Maintenance and Support Fees:

**APPENDIX E TO IFB 6100016754
LEASING TERMS AND CONDITIONS**

I. General.

- (A) Pursuant to these Leasing Terms and Conditions (“Terms and Conditions”) the contractor(s) shall lease equipment and software covered by the contract. Commonwealth agencies shall, in addition to the outright purchase of equipment and software, have the option to lease equipment from the contractor, as well as financed software and other items in IFB 6100016754. Leases shall be in accordance with the following terms (in addition to the terms and conditions of IFB 6100016754. The ordering Commonwealth agency shall indicate its election to lease equipment (each such lease transaction hereinafter called a "Lease") on the applicable purchase order issued to the contractor. Such Lease may also include financed software or other items in IFB 6100016754 that are financed (in either case "Financed Items").

Each purchase order shall contain the following: The purchase order which includes by reference the terms and conditions of IFB 6100016754, has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid and binding agreement enforceable in accordance with its term. The terms and conditions for IFB 6100016754 are currently in full force and effect.

- (B) The contractor may assign such purchase order and Lease to a third party ("Initial Assignee") who will fund the purchase of the equipment and Financed Items (and in the case of a Lease, take title to the equipment) and assume the right to receive all payments thereunder. The consent of the Commonwealth to such assignment by the contractor shall not be required. The contractor shall notify the Commonwealth of its assignment to an Initial Assignee in its acknowledgment to the Commonwealth Agency of the purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.
- (C) Notwithstanding any provisions to the contrary in the IFB 6100016754, in the event of an assignment of a Lease to an Initial Assignee, the Initial Assignee shall only be bound to the obligations of the contractor as they are specified in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided in the remainder of IFB 6100016754. The Commonwealth waives any claims it may have against the Initial Assignee for any loss, damage or expense caused by the equipment or any Financed Item or any defect therein or use or maintenance thereof. The Commonwealth acknowledges that the Initial Assignee is not the supplier of the equipment or Financed Items and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the ordering Commonwealth Agency and is

received by Initial Assignee, if any portion of the equipment or Financed Items is unsatisfactory for any reason, the ordering Commonwealth Agency shall, nevertheless, continue to make payments under the applicable Lease and shall make any claim against the contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee. However, the ordering Commonwealth Agency may elect to cancel the lease and cease payments pursuant to Section V(J)(2) herein.

- (D) The rights of the Initial Assignee and any subsequent assignee to receive payments under a Lease are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the ordering Commonwealth Agency and is also received by Initial Assignee. However, the ordering Commonwealth Agency may elect to cancel the lease and cease payments pursuant to Section V(J)(2) herein.

- II. Leasing Plans. The contractor agrees to provide the equipment and Financed Items covered by IFB 6100016754 up to 60 month Lease with Fair Market Value end of Lease options.

The leasing plan selected by the ordering Commonwealth agency shall be identified on the purchase order.

- III. Term. The term of each Lease shall commence on the date the equipment and/or Financed Items are accepted by the ordering Commonwealth agency (as evidenced by an acceptance certificate in the form attached hereto as Exhibit A) and shall continue for the period of time of the pricing plan as designated on the purchase order.

- IV. Payments.

- (A) Full term intention. The ordering Commonwealth agency shall pay the applicable quarterly or semi-annual payment for the equipment and Financed Items. Payment shall be made by the ordering Commonwealth Agency, for the full term, unless the purchase order or lease is terminated by the Commonwealth agency for contractor Default under Section V(I)(2) herein or nonappropriation of funds.

- (B) Nonappropriation. The Commonwealth agency's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the purchase order was issued, the Commonwealth agency may return the equipment to the contractor or Initial Assignee (if applicable) and thereafter be released of all further obligations, provided: (i) The Commonwealth agency delivers unencumbered title to the equipment to the contractor or Initial Assignee (if applicable), (ii) The equipment is returned to the contractor or Initial Assignee (if applicable) in good condition, reasonable wear and tear excepted, and (iii) thirty (30) days written notice is given to the

contractor or Initial Assignee (if applicable) stating the failure of appropriations as the reason for return and certifying that the equipment is not being replaced by similar equipment from another vendor. In the event the Commonwealth agency returns the equipment for failure of appropriations, all amounts then due to the contractor or Initial Assignee (if applicable) through the end of the fiscal year for which sufficient funds have been appropriated shall be paid by the Commonwealth agency.

V. Leasing Terms and Conditions. The following terms and conditions shall apply for the all Leases with Fair Market Value:

- (A) Title. Title in or to the equipment shall not pass to the Commonwealth but shall remain in the contractor or Initial Assignee (if applicable). The equipment shall remain personal property and shall not become a fixture or affixed to real property. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest. At the request of the contractor or Initial Assignee (if applicable), the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. The contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable.
- (B) Risk of Loss. The contractor or Initial Assignee (if applicable) shall assume and bear the risk of loss, damage, or theft to the equipment and all component parts thereof while same is in the Commonwealth's possession, unless it could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment. No loss or damage to the equipment shall impair any obligation of the contractor or of the Commonwealth, except as hereinafter expressly provided. Unless the damage could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the contractor or Initial Assignee (if applicable) shall repair or cause to be repaired all damages to the equipment, if the contractor or Initial Assignee (if applicable) determines the equipment can be economically repaired. In the event that the equipment is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the contractor or Initial Assignee (if applicable), the Lease shall terminate and the Commonwealth's obligation to pay rent for the equipment shall be deemed to have ceased as of the date of the loss.
- (C) Assignment. The Commonwealth shall not assign any Lease hereunder or any interest therein, or sublease the equipment without the prior written consent of the contractor or its assignee. The Commonwealth reserves the right, upon notice to the contractor and any affected assignees, to transfer equipment and associated lease payment obligations between Commonwealth agencies. The contractor may

assign the purchase order and the Lease and/or grant security interests therein, in whole or in part to an Initial Assignee and such Initial Assignee may further assign a Lease and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign payments under any Lease to a third party.

- (D) Purchase Option. If the Commonwealth is not in default, it shall have the option to buy the equipment “as is” with no additional warranty at the expiration of the Lease by providing thirty (30) days notice to contractor or Initial Assignee (if applicable) and tendering the purchase option amount. For Fair Market Value Lease options, the fair market sales value of the equipment shall be established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established under IFB 6100016754. Upon the Commonwealth’s exercise of this purchase option, all rights, title and interest in the equipment shall pass to the Commonwealth upon payment.

- (E) Extension. If the Commonwealth has not elected to purchase or return the equipment at the expiration of a Lease term, and as long as the Commonwealth is not in default under the Lease, the Lease (other than Leases that expire five years from date of installation) may be extended upon receipt by the contractor or Initial Assignee (if applicable) of written notification from the Commonwealth not less than thirty (30) days prior to the Lease expiration. The extension will be under the same terms and conditions then in effect, including rent (but not less than fair market rental value) and will continue until the earlier of termination by either party upon one month's prior written notice or five years from the date of installation.

- (F) Return of Equipment. At the expiration or termination of a Lease for any item of equipment, or upon demand by the contractor, or Initial Assignee (if applicable) pursuant to Section V(J), Default, the Commonwealth shall promptly return the equipment “as is”, freight prepaid, to a location in the continental United States specified by the contractor or Initial Assignee (if applicable). The Commonwealth will not be assessed any additional charges based on condition of the returned equipment. The Commonwealth agency shall pay the applicable rent for the equipment until it has been shipped to the contractor in accordance with the subsection. Since the Commonwealth has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the contractor shall, at its discretion, either 1) remove and destroy the hard drive from the equipment or 2) clean the hard drive to Office of Administration/U.S. Department of Defense standards. The contractor will be required to provide written certification to the Commonwealth agency that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards. Except in the event of a total loss of the equipment pursuant to paragraph V(B) herein and except for those costs associated with the removal,

destruction and cleaning of the hard drives, the Commonwealth shall pay any costs and expenses incurred by the Contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. All parts removed and replaced by the contractor shall become the property of contractor or Initial Assignee (if applicable). The contractor's or Initial Assignee's (if applicable) costs and expenses associated with 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive shall be included in the rental amount. No additional charges will be paid by the Commonwealth agency for 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive upon the return of an item of equipment.

(G) Warranties: Quiet Enjoyment. The contractor or Initial Assignee (if applicable) grants to the Commonwealth the benefit of any and all warranties made by the manufacturer or supplier of the equipment or Financed Items during the term of a Lease. The contractor warrants that neither the contractor nor anyone acting or claiming through the contractor, by assignment or otherwise will interfere with the Commonwealth's quiet enjoyment of the use of the Equipment so long as no event of default shall have occurred and be continuing. However, in the event of an assignment of a Lease hereunder to an Initial Assignee, such Initial Assignee (and any subsequent assignee) warrants that neither it nor anyone acting or claiming through it by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of and use of the Equipment, so long as no event of default shall have occurred and be continuing.

(H) Liability.

1. The Commonwealth assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition, or storage of any piece of equipment or Financed Item by the Commonwealth agency whether such injury or death be with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage be to the Commonwealth's property or the property of others; provided, however, that said damage or injury results from the negligence of Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the Department of General Services or any Commonwealth agency.
2. The Commonwealth shall, during the term of the Lease, self-insure with respect to the risks which it has assumed under subparagraph (G)(1) above,

including, but not limited to, risks of public liability and property damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S. A. Section 8522.

(I) Financing and Prepayment. If a Lease provides for financing of software or other Financed Items, the contractor will pay the charges for such Financed Items directly to the supplier (if such supplier is not the contractor). In the event the Lease is assigned to an Initial Assignee, the Initial Assignee will pay such charges directly to the contractor or the supplier. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth's obligation to pay rent for those items of software or other Financed Items which have been delivered and for which acceptance certificates have been received shall not be effected by any discontinuance, return or destruction of any license or licensed program materials or any dissatisfaction with any service financed under the Lease. The Commonwealth may terminate any Financed Item (but not an item of equipment) by prepaying its remaining rent. The Commonwealth shall provide the contractor or Initial Assignee (if applicable) with notice of the intended prepayment date which shall be at least one month after the date of the notice. The contractor or Initial Assignee may, depending on market conditions at the time, reduce the remaining rent to reflect such prepayment and shall advise the Commonwealth of the balance to be paid. If, prior to Lease expiration, the Commonwealth purchases equipment related to a Financed Item or if the Lease for such equipment is terminated, for any reason (except if funds are not appropriated as described in paragraph IV(B), the Commonwealth shall at the same time prepay such Financed Item, if it has been delivered and for which an acceptance certificate has been received.

(J) Default

1. If the Commonwealth (1) does not pay a rent payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any rent; (2) breaches any other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (if applicable); or (3) files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce the following remedies:

- a. Terminate the applicable purchase order.
- b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action

or other proceeding by the Commonwealth. The contractor or its assignee may, among its options, sell the equipment at public or private sale for cash or credit. The Commonwealth agency shall be liable for the contractor's or the assignee's expense of retaking possession and the removal of the equipment and placing the equipment in good operating condition (if it is not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. When the equipment is returned to the contractor or its assignee, it shall include only those items that were purchased as per the purchase order.

- c. Recover from the Commonwealth agency all rent payments then due and the net present value of the amount of the remaining rent payments. The present value of such remaining rent payments shall be calculated using a discount rate equal to the average of the weekly two and three year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's or its assignee's termination of the applicable purchase order. The Treasury Constant Maturities are published in Statistical Release .15 and can be accessed via the Federal Reserve Board internet website.
2. In the event of default by the contractor or Initial Assignee (if applicable), the Commonwealth may pursue one or more of the following remedies.
 - a. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
 - b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

- VI. Compliance with Internal Revenue Code. The contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports that must be filed with the Internal Revenue Service with respect to the order under Section 124 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the Lease, permit the equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC. The Commonwealth represents that it and each ordering Commonwealth Agency that enters into a Lease hereunder qualifies as a State or political subdivision of a State for the purpose of Section 103(a) of the IRC. Any misrepresentation of such status under Section 103(a) shall constitute an event of default by the Commonwealth pursuant to paragraphs V(I). If (a) the Internal Revenue Service rules that the Commonwealth or any ordering Commonwealth Agency does not so qualify under Section 103(a) of the IRC, or (b) the Commonwealth fails to cooperate with the contractor or Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum to be determined by the contractor or Initial Assignee sufficient to return the contractor or Initial Assignee (if applicable) to the economic results it would otherwise have received.
- VII. Other Documents. Upon request from the contractor or Initial Assignee the Commonwealth will sign properly completed UCC-1 Forms and 8038G or 8038GC Forms if applicable. The contractor or Initial Assignee shall be responsible for completing these forms and filing them with the appropriate offices/parties. One Opinion of Counsel Letter (using the form attached hereto as Exhibit B) covering all Commonwealth agency orders under the contract will be provided upon request. The Commonwealth will issue an Opinion of Counsel Letter for each Acceptance Certificate with a purchase order greater than or equal to five hundred thousand dollars (\$500,000.00).
- VIII. Use and Location of Equipment and Alterations. The Commonwealth shall keep the equipment under a Lease within the confines of the Commonwealth of Pennsylvania. The Commonwealth will inform the contractor or the Initial Assignee of the location of the equipment upon request. The ordering Commonwealth agency, at its own cost and expense, shall maintain the equipment in good operating condition and will not use or deal with the equipment in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The equipment will not be misused, abused, wasted or allowed to deteriorate except for ordinary wear and tear resulting from its intended use. No alterations, changes, or modifications to the equipment shall be made without the approval of the contractor or Initial Assignee (if applicable).
- IX. Warranty Disclaimer. IN THE EVENT CONTRACTOR ASSIGNS A LEASE HEREUNDER TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN, IN THE CASE

OF A LEASE, A WARRANTY OF QUIET ENJOYMENT OF THE EQUIPMENT), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE COMMONWEALTH TAKES THE EQUIPMENT AND ANY FINANCED ITEMS "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE COMMONWEALTH HAVE ANY REMEDY AGAINST THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF SAVINGS OR LOSS OF USE.

- X. Governing Law: Severability. All Leases hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania; however the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions shall be resolved in accordance with Section 21 of the Standard Contract Terms and Conditions for Department of General Services Statewide Services Contracts – SAP (Appendix A to IFB 6100016754).
- XI. Notices. Service of all notices under these Terms and Conditions shall be sufficient if delivered by hand or overnight courier or mailed to the Commonwealth at the address set forth in the applicable purchase order, or to the contractor or Initial Assignee (if applicable) at the address set forth in its acknowledgment to the purchase order (or any document attached thereto). Notices by mail shall be effective when deposited in the U.S. mail, duly addressed and postage prepaid. Notices delivered by hand or by overnight courier shall be effective when actually received.
- XII. Terms. These Terms and Conditions are in addition to other terms and conditions of IFB 6100016754, except to the extent the contractor assigns a Lease or hereunder to an Initial Assignee, in which case the Initial Assignee shall only be bound to the obligations of the contractor indicated in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions of IFB 6100016754. To the extent that there is a conflict between the other terms and conditions of IFB 6100016754 and these Terms and Conditions, these Terms and Conditions shall prevail to the extent that a leasing option is selected by the ordering Commonwealth agency.

EXHIBIT A

Purchase order No. _____ dated _____, 20 __, by and between
_____ (the contractor) and _____
(Commonwealth agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to _____ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in IFB 6100016754 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

(Commonwealth Agency)

By: _____

Title

Date

EXHIBIT B



DATE: _____

Ladies and Gentlemen:

As counsel for the Commonwealth of Pennsylvania, Department of General Services, I am familiar with IFB 6100016754 (the "Agreement") dated as of _____, 20 _____, between _____ as the contractor and the Commonwealth of Pennsylvania, including all exhibits and attachments to the Agreement.

Based on the examination of these and such other documents, records, and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, It is my opinion that as of the date of this opinion:

1. The Commonwealth is authorized to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid, and binding agreement enforceable in accordance with its term. Any orders issued by Commonwealth agencies against the Agreement represent legal, valid and binding obligations of the agency that issued the order.
3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Commonwealth of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law, or regulation applicable to the Commonwealth or result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest, or other encumbrance upon any assets of the Commonwealth or the equipment pursuant to any indenture, mortgage, deed or trust, bank loan, credit agreement or other instrument by which the Commonwealth is a party or by which it or its assets may be bound.

5. To the best of my knowledge, there are no actions, suits, or proceedings pending or, to the knowledge of the Commonwealth, threatened against or affecting the Commonwealth, in any court or before any governmental commission board or authority which, if adversely determined, will have a material adverse effect on the ability of the Commonwealth to perform its obligations under the Agreement.
6. All required competitive procurement procedures regarding the award of the Agreement have been followed by the Commonwealth.

Sincerely,

Assistant Counsel

APPENDIX F
Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: _____

AGENCY CONTACT:
AGENCY ADDRESS:

PHONE:
FAX:
E-MAIL:

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at ("Address") (hereinafter referred to as "Customer") and Supplier, Inc, a corporation organized under the laws of the Provider's State, with its principal place of business at Insert Address (hereinafter referred to as "insert Company name"). Supplier name and Customer may also be referred individually as "Party" or collectively as "Parties."

Agency name is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give Supplier name software, firmware and other products to enable us and our subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The Supplier will be relieved of all liability related to the failure of the Agency to possess all required consents necessary for the Supplier to provide the services described in this Statement of Work.

Any terms and conditions not set forth in this SOW are governed by the terms and conditions of the Pennsylvania Insert contract # and contract name.

B. Project Overview and Tasks

Supplier name will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

D. Project Cost

Project Cost is: \$

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

(Ensure an exact costing breakdown is provided)

E. SOW Acceptance

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Before this project can begin, sign and return this SOW. Please sign and FAX to Supplier at "fax number"

"Supplier"

Commonwealth of PA – "Agency"

Approved (date): _____

Authorized Agency Name

Authorized Agency Signature

Title

F. Project Completed and Accepted

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): _____

Authorized Agency Name

Authorized Agency Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW

APPENDIX G

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES _____ NO _____

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form? **Appendix C**

Please Answer: YES _____ NO _____

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

APPENDIX H
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States.

OR

_____ percent (____%) [Contractor must specify the **percentage**] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States. Please identify the direct labor performed under the contract that will be performed outside the United States: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Appendix I

Bidder's Qualifications

Respond to the following and attach to your bid submittal

1. Did Submitter violate any of the contractor integrity provisions in connection with the submission of its offer or any contract negotiations?

YES NO

2. In the last 4 years, has Submitter's officers, directors, associates, partners, or individual owners been charged with or convicted of, any misdemeanor or felony?

YES NO

3. Are you an established manufacturer or an authorized manufacturer's dealer having at least 5 years of experience selling or servicing the Items covered by the Contract.

YES NO

4. Are your installation and service personnel certified by the OEM for installation and repair, where applicable?

YES NO

SIGNATURE

DATE

COMPANY NAME

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

IMPORTANT NOTE: The purpose of this Form is to document the bidder's compliance with the Commonwealth's non-discrimination program and to determine whether the bidder has discriminated in the selection of subcontractors and suppliers. Failure to complete this Form and submit it with the bid will be sufficient cause for rejection of the bid as NOT RESPONSIVE. Bidders must solicit BOTH MBE and WBE supplier participation for any work the bidders intend to subcontract or for any materials required to perform the contract.

Your Company Information:	Company Name:				Contact Person:		
	Address:						
	Tel #:		Fax #:		E-Mail:		
	SAP Vendor #:						
Contract/Solicitation Information:	Contract/Solicitation Number:		Bid Opening Date:		Bid Amount (Bid Base #1):		

ALL FIRMS SOLICITED OR WHICH HAVE PROVIDED UNSOLICITED QUOTES MUST BE INCLUDED ON THIS FORM

(1) Subcontractor/Supplier Company Information • Company Name, Address, Zip Code • Tel. No. with Area Code • Contact Person's Name	(2) MBE, WBE or MWBE	(3) Type of Work to be Performed and/or Material to be Supplied	(4) Total Dollar Amount of Quote Received	(5) Total Commitment Dollar Amount
	Select One			
	Select One			
	Select One			
	Select One			

NOTE: Minimum Participation Levels (MPLs): MBE – 5%; WBE – 3%
A presumption of non-discrimination may be made if the dollar commitments to MBEs / WBEs reflect these minimum participation

(1)	Enter the official subcontractor or supplier's company name exactly as it appears on the Dept. of General Services (DGS) website list of certified MBEs/WBEs. Do not use D/B/A (Doing Business As) name.
(2)	Indicate whether the firm is DGS certified MBE or WBE. If the firm is both, the bidder will receive credit for the firm as either an MBE or a WBE.
(3)	Briefly describe the specific type of work to be performed and/or materials to be supplied by the listed DGS certified MBE or WBE. In order to count towards reaching the MPLs, bidders must solicit DGS certified MBEs/WBEs in the areas in which they are certified. For example, if an MBE/WBE is certified for electrical supplies and the bidder lists plumbing supplies, the bidder will not receive credit. Geographical location may not be used as a reason for limiting solicitation.
(4)	Enter the total dollar (\$) amount of the quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the subcontractor did not respond to the bidder, the bidder must indicate "No Response." Copies of all MBE/WBE quotes must be submitted with the bid.

MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION & COMMITMENT FORM

Bureau of Minority and Women Business Opportunities

(5) Enter the total dollar (\$) amount of the contractual commitment made to the listed MBE/WBE. If the bidder does not use the total quote from a MBE/WBE because a lower priced quote was received, the bidder must submit a copy of the lower priced quote with its bid. On partial commitments, the bidder must explain why only a partial commitment was made and must submit a copy of the lower priced quote.

If the Bidder does not intend to utilize any subcontractors or suppliers in the performance of this contract, please check this box.

CONFIRMATION CHECKLIST FOR SUBMISSION OF FORM STD-168 AND OTHER DOCUMENTATION

- The Bidder must complete and submit Form STD-168 with its bid. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.
- Along with the Form STD-168, the Bidder must include all solicited and unsolicited quotes received by the Bidder from MBEs and WBEs as long as the quotes are within the scope of work.
- The Bidder's contact with MBE/WBE subcontractors and suppliers should be a minimum of (10) days prior to bid opening date. This will ensure that MBEs/WBEs have sufficient time to prepare a quote. Ten days is a guide; however, adequate time must be provided to all subcontractors and suppliers to respond.

If the minimum participation levels (MPLs) for this project are not achieved, you must provide a written explanation explaining the failure to achieve the MPLs for MBEs and/or WBEs. Failure to do so will result in rejection of the bid.

If there are any questions/comments concerning this form, please contact the issuing agency contracting officer. If additional forms are needed, you are permitted to photocopy form. If the supplier is providing their response through SRM, this completed form may be electronically attached and submitted with the bid.

OFFICIAL USE ONLY

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Comments:
Reviewer:	Date:	



Commonwealth of Pennsylvania

Date: **01/19/2011**
Subject: **Microfilm Equipment, Services and Supplies**
Solicitation Number: **6100016754**
Opening Date/Time: **01/21/2011**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

IFB 6100016754

1. The Commonwealth has extended the submission deadline on this solicitation to January 21, 2011, 3PM EST.

If you have any questions regarding this letter or solicitation, please contact Raymond A. Jaime at 717-346-3827.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: **Raymond A. Jaime**
Title: Commodity Specialist
Phone: 717-346-3827
Email: rjaime@state.pa.us