

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Proposal Due Date:

10 April 2012

SUPPLEMENT DATE:

28 July 2015

CONTRACT AWARD SUPPLEMENT #10

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: December 3, 2012 through June 30, 2017	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba American Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **800-999-0057**

Contact Person: **Bill Imbessi: 516-551-5340 (cell)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: william.imbesi@tabs.toshiba.com

State Website: <http://www.toshibamedia.com/stateofconnpcpc.index.htm>

Remittance Address: **PO Box 91399, Chicago IL 60693**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Payment Terms: **Net 45 days**

Note: Supplement #10 has been issued to update HP model CE903A#BGJ with its replacement model HP CF385A#8GJ for the above Contractor. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

EXHIBIT B
PRICE SCHEDULE

SUPPLEMENT #10

12PSX0026

Toshiba		48 Month		36 Month		60 Month	
Cost Per Copy (Copiers) 13 ppm - 22ppm e-STUDIO207L							
BASE	Volume:	CPC Cost		CPC Cost		CPC Cost	
	Low (1 - 6,666)	\$ 0.039160		\$ 0.045830		\$ 0.034410	
	Medium (6,667 - 13,333)	\$ 0.023270		\$ 0.026630		\$ 0.020900	
	High (13,334 - 20,000)	\$ 0.016930		\$ 0.018930		\$ 0.015500	
Model Includes:		Item	Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost
Base / with Cabinet if required		Document Feeder	\$ 0.004910	n	\$ 0.005950	n	\$ 0.004170
		Finisher		n		n	
Scan / Network		Large Capacity Tray		n		n	
Paper trays 1 & 2		Paper Tray 1	included	y	included	y	included
Includes all supplies, service, and parts.		Paper Tray 2	included	y	included	y	included
		Paper Tray 3	\$	n	\$	n	\$
		Paper Tray 4	\$	n	\$	n	\$
Low volume based on 1500 minimum monthly pages		Network	included	y	included	y	included
Med volume based on 3000 minimum monthly pages		Scan	included	y	included	y	included
High volume based on 5000 minimum monthly pages		Fax	\$	n	\$	n	\$
		Color Print	\$	n	\$	n	\$
		Color Scan	included	y	included	y	included
		Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost
		Low	\$0.00740	1,501	\$0.00740	1,501	\$0.00740
		Medium	\$0.00740	3,001	\$0.00740	3,001	\$0.00740
		High	\$0.00740	5,001	\$0.00740	5,001	\$0.00740
		Options:					
Finisher		\$ 0.006390		\$ 0.007740		\$ 0.005440	
Large Capacity Tray		\$ 0.004730		\$ 0.005720		\$ 0.004020	
Paper Tray 3		\$ 0.003540		\$ 0.004290		\$ 0.003010	
Paper Tray 4		\$ 0.002010		\$ 0.002430		\$ 0.001710	
Fax		\$ 0.004930		\$ 0.005970		\$ 0.004190	

CONTRACT SUPPLEMENT
SP-37 - Rev. 4/28/14
Prev. Rev. 3/12/14

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Bid Due Date:

10 April 2012

SUPPLEMENT DATE:

9 June 2015

CONTRACT AWARD SUPPLEMENT #9

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Office Equipment - Copiers, Printers, Fax**

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: December 3, 2012 through June 30, 2017	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **A&A Office Systems, Inc.**

Company Address: **909 Middle Street, Middletown CT 06457**

Tel. No.: **860 635-5053 or 800-486-7426** Fax. No.: **860 635-5053 or**

Contact Person: **Jay Nkonoki (Account Manager) 800-486-7426** Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jnkonoki@aaofficeonline.com

State Website: <http://ctgov.aaofficeonline.com/>

Remittance Address: **n/a**

Certification Type (SBE, MBE or None): **SBE**

Agrees to Supply Political SubDivisions: **Yes**

Payment Terms: **Net 30 days**

Note: Supplement #9 has been issued to Contract Award 12PSX0026 to correct *State Website address* for A&A Office Systems, Inc; refer above for correct link. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: June 9, 2015

CONTRACT SUPPLEMENT
SP-37 - Rev. 4/28/14
Prev. Rev. 3/12/14

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Bid Due Date:

10 April 2012

SUPPLEMENT DATE:

27 April 2015

CONTRACT AWARD SUPPLEMENT #8

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: December 3, 2012 through June 30, 2017	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

See Overleaf for Contractor Information

Note: Supplement #8 has been issued to Contract Award 12PSX0026 to publish Contractors' dedicated websites for Contract Award. Refer to **Contractor Information** on following page under "State Website" section for each Contractor on Contract Award. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: Contract Specialist

Date: April 27, 2015

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **A&A Office Systems, Inc.**

Company Address: **909 Middle Street, Middletown CT 06457**

Tel. No.: **860 635-5053 or 800-486-7426**

Fax No.: **860 635-5053 or
800-486-7426**

Contract Value: **n/c**

Contact Person: **Jay Nkonoki (Account Manager)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jnkonoki@aaofficeonline.com

State Website: <http://aagc.websolutionsstaging.com/>

Remittance Address: **n/a**

Certification Type (SBE, MBE or None): **SBE**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 30 days**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **800-999-0057**

Contract Value: **n/c**

Contact Person: **Bill Imbessi: 516-551-5340 (cell)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: <http://www.toshibamedia.com/stateofconnpc/index.htm>
william.imbesi@tabs.toshiba.com

State Website: <http://www.toshibamedia.com/stateofconnpc/index.htm>

Remittance Address: **PO Box 91399, Chicago IL 60693**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45 days**

CONTRACT SUPPLEMENT
SP-37 - Rev. 4/28/14
Prev. Rev. 3/12/14

Janet DelGreco Olson
Contract Specialist

860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Proposal Due Date:

10 April 2012

Supplement Date:

14 April 2015

CONTRACT AWARD SUPPLEMENT #7

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Office Equipment - Copiers, Printers, Fax**

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: December 3, 2012 through June 30, 2017	
AGENCY REQUISITION NUMBER:			
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany NJ 07054**

Tel. No.: **800-866-4361**

Fax. No.: **800-999-0057**

Contract Value: **n/c**

Contact Person: **Bill Imbessi: 561 551-5340 (cell)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: <http://www.toshibamedia.com/stateofconnpc/index.htm>

william.imbesi@tabs.toshiba.com

Remittance Address: PO Box 91399, Chicago IL 60693

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45 days**

Note: Supplement #7 has been issued to Contract Award 12PSX0026 to add T&G Industries, Inc. as additional provider for Toshiba. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **JANET DELGRECO OLSON**

Title: **Contract Specialist**

Date: **April 14, 2015**


NATIONAL TOSHIBA AUTHORIZED SERVICE PROVIDER FOR STATE OF CONNECTICUT
AS OF 4/15/2015

NAME	ADDRESS	CITY	STAT	ZIP	PHONE	FAX
TOSHIBA BUSINESS SOLUTIONS	4 RESEARCH DR, SUITE 402	SHELTON	CT	06484	203 402-7230	
AMERICAN COPY SERVICE CENTER INC.	2095 SOUTH MAIN STREET	WATERBURY	CT	06706	203 756-1259	203 575-1173
KOTA A MOHEGAN SUN LDI ENTERPRISE	13 CROW HILL ROAD	UNCASVILLE	CT	06382	860 882-8410	860 882-8140
PRISM OFFICE SOLUTIONS	158 BULL HILL LANE	WEST HAVEN	CT	06516	203 937-6006	203 937-1470
THE OFFICE WORKS INC.	100 MILL PLAIN ROAD	DANBURY	CT	06810	860 793-9994	860 793-9954
THE OFFICE WORKS INC.	45 CORPORATE AVE	PLAINVILLE	CT	06062	860 793-9994	860 793-9954
T&G INDUSTRIES / TGI OFFICE AUTOMATION	120 3RD STREET	BROOKLYN	NY	11231	718 237-0060 EXT. 1101	

Toshiba Service Provider Directory

Local Service Provider	Contact Name	Phone Number
American Copy Products	Bill Harris	203-756-1259
Leslie Digital Imagine (LDI)/Mohegan LLC	Bruce C. Manly	860-862-6410
Prism	Ken Nizolek	866-GO PRISM
The Office Works	Mark Lerardi	860-793-9994
Toshiba Business Solutions	Dimitrios Soursos	203-402-7230

Please locate your zip code below to choose your local Toshiba Service Provider.

AMERICAN COPY SERVICE CENTER INC											
ZIP CODE											
06001	06045	06089	06127	06183	06450	06493	06532	06708	06781	06829	06896
06002	06050	06090	06128	06199	06451	06494	06533	06710	06782	06830	06897
06006	06051	06091	06129	06401	06455	06495	06534	06712	06783	06831	06901
06010	06052	06092	06131	06403	06456	06498	06535	06716	06784	06836	06902
06011	06053	06093	06132	06404	06457	06501	06536	06720	06785	06838	06903
06013	06057	06094	06133	06405	06459	06502	06537	06721	06786	06840	06904
06016	06058	06095	06134	06408	06460	06503	06538	06722	06787	06850	06905
06018	06059	06096	06137	06409	06461	06504	06540	06723	06790	06851	06906
06019	06060	06098	06138	06410	06467	06505	06601	06724	06791	06852	06907
06020	06061	06101	06140	06411	06468	06506	06602	06725	06792	06853	06910
06021	06062	06102	06141	06412	06469	06507	06604	06726	06793	06854	06911
06022	06063	06103	06142	06413	06470	06508	06605	06749	06794	06855	06912
06023	06064	06104	06143	06414	06471	06509	06606	06750	06795	06856	06913
06024	06065	06105	06144	06416	06472	06510	06607	06751	06796	06857	06914
06025	06067	06106	06145	06417	06473	06511	06608	06752	06798	06858	06920
06026	06068	06107	06146	06418	06475	06512	06610	06753	06801	06859	06921
06027	06069	06108	06147	06419	06477	06513	06611	06754	06804	06860	06922
06028	06070	06109	06150	06422	06478	06514	06612	06755	06807	06870	06925
06030	06073	06110	06151	06423	06479	06515	06614	06756	06810	06875	06926
06031	06074	06111	06152	06424	06480	06516	06615	06757	06811	06876	06927
06032	06078	06112	06153	06426	06481	06517	06650	06758	06812	06877	06928
06033	06079	06114	06154	06437	06482	06518	06673	06759	06813	06878	
06034	06080	06115	06155	06438	06483	06519	06699	06762	06814	06879	
06035	06081	06117	06156	06440	06484	06520	06701	06763	06816	06880	
06037	06082	06118	06160	06441	06487	06521	06702	06770	06817	06881	
06039	06083	06119	06161	06442	06488	06524	06703	06776	06820	06883	
06040	06085	06120	06167	06443	06489	06525	06704	06777	06824	06888	
06041	06087	06123	06176	06444	06491	06530	06705	06778	06825	06889	
06042	06088	06126	06180	06447	06492	06531	06706	06779	06828	06890	

LESLIE DIGITAL IMAGING (LDI)/MOHEGAN LLC											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

PRISM OFFICE SOLUTIONS											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

THE OFFICE WORKS INC											
ZIP CODE											
06001	06058	06104	06151	06264	06376	06439	06491	06536	06726	06804	06879
06002	06059	06105	06152	06266	06377	06440	06492	06537	06749	06807	06880
06006	06060	06106	06153	06267	06378	06441	06493	06538	06750	06810	06881
06010	06061	06107	06154	06277	06379	06442	06494	06540	06751	06811	06883
06011	06062	06108	06155	06278	06380	06443	06495	06601	06752	06812	06888
06013	06063	06109	06156	06280	06382	06444	06498	06602	06753	06813	06889
06016	06064	06110	06160	06281	06383	06447	06501	06604	06754	06814	06890
06018	06065	06111	06161	06282	06384	06450	06502	06605	06755	06816	06896
06019	06067	06112	06167	06320	06385	06451	06503	06606	06756	06817	06897
06020	06068	06114	06176	06330	06387	06455	06504	06607	06757	06820	06901
06021	06069	06115	06180	06331	06388	06456	06505	06608	06758	06824	06902
06022	06070	06117	06183	06332	06389	06457	06506	06610	06759	06825	06903
06023	06073	06118	06199	06333	06401	06459	06507	06611	06762	06828	06904
06024	06074	06119	06226	06334	06403	06460	06508	06612	06763	06829	06905
06025	06078	06120	06230	06335	06404	06461	06509	06614	06770	06830	06906
06026	06079	06123	06233	06336	06405	06467	06510	06615	06776	06831	06907
06027	06080	06126	06234	06338	06408	06468	06511	06650	06777	06836	06910
06028	06081	06127	06235	06339	06409	06469	06512	06673	06778	06838	06911
06030	06082	06128	06239	06340	06410	06470	06513	06699	06779	06840	06912
06031	06083	06129	06241	06349	06411	06471	06514	06701	06781	06850	06913
06032	06085	06131	06242	06350	06412	06472	06515	06702	06782	06851	06914
06033	06087	06132	06243	06351	06413	06473	06516	06703	06783	06852	06920
06034	06088	06133	06244	06353	06414	06474	06517	06704	06784	06853	06921
06035	06089	06134	06245	06354	06415	06475	06518	06705	06785	06854	06922
06037	06090	06137	06246	06355	06416	06477	06519	06706	06786	06855	06925
06039	06091	06138	06247	06357	06417	06478	06520	06708	06787	06856	06926
06040	06092	06140	06249	06359	06418	06479	06521	06710	06790	06857	06927
06041	06093	06141	06254	06360	06419	06480	06524	06712	06791	06858	06928
06042	06094	06142	06255	06365	06420	06481	06525	06716	06792	06859	
06045	06095	06143	06256	06370	06422	06482	06530	06720	06793	06860	
06050	06096	06144	06258	06371	06423	06483	06531	06721	06794	06870	
06051	06098	06145	06259	06372	06424	06484	06532	06722	06795	06875	
06052	06101	06146	06260	06373	06426	06487	06533	06723	06796	06876	
06053	06102	06147	06262	06374	06437	06488	06534	06724	06798	06877	
06057	06103	06150	06263	06375	06438	06489	06535	06725	06801	06878	

T&G INDUSTRIES INC/TGI OFFICE AUTORMATION											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

TOSHIBA BUSINESS SOLUTIONS											
ZIP CODE											
06001	06032	06063	06084	06109	06140	06199	06250	06282	06365	06439	06779
06002	06033	06064	06085	06110	06141	06226	06251	06320	06370	06444	06781
06006	06034	06065	06087	06111	06142	06230	06254	06330	06371	06447	06782
06010	06035	06066	06088	06112	06143	06231	06255	06331	06372	06467	06783
06011	06037	06067	06089	06114	06144	06232	06256	06332	06373	06474	06785
06013	06039	06068	06090	06115	06145	06233	06258	06333	06374	06479	06786
06016	06040	06069	06091	06117	06146	06234	06259	06334	06375	06489	06787
06018	06041	06070	06092	06118	06147	06235	06260	06335	06376	06750	06790
06019	06042	06071	06093	06119	06150	06235	06262	06336	06377	06751	06791
06020	06043	06072	06094	06120	06151	06237	06263	06338	06378	06752	06792
06021	06045	06073	06095	06123	06152	06238	06264	06339	06379	06753	06793
06022	06050	06074	06096	06126	06153	06239	06265	06340	06380	06754	06794
06023	06051	06075	06098	06127	06154	06241	06266	06349	06382	06755	06795
06024	06052	06076	06101	06128	06155	06242	06267	06350	06383	06756	06796
06025	06053	06077	06102	06129	06156	06243	06268	06351	06384	06757	06798
06026	06057	06078	06103	06131	06160	06244	06269	06353	06385	06758	
06027	06058	06079	06104	06132	06161	06245	06277	06354	06387	06759	
06028	06059	06080	06105	06133	06167	06246	06278	06355	06388	06763	
06029	06060	06081	06106	06134	06176	06247	06279	06357	06389	06776	
06030	06061	06082	06107	06137	06180	06248	06280	06359	06415	06777	
06031	06062	06083	06108	06138	06183	06249	06281	06360	06420	06778	

Janet DelGreco Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 12PSX0026
Contract Award Date: December 3, 2012
Proposal Due Date: April 10, 2012
SUPPLEMENT DATE: September 15, 2014

CONTRACT AWARD SUPPLEMENT #6

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Office Equipment - Copiers, Printers, Fax**

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: December 3, 2012 through June 30, 2017	
		AGENCY REQUISITION NUMBER: N/A	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts; however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement #6 has been issued to CA 12PSX0026 for the following:

1. Update Contact's phone number for Toshiba America Business Solutions, Inc. (TABS)
2. Lexmark printers added to Contract for A & A Office Systems, Inc.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **A&A Office Systems, Inc.**

Company Address: **909 Middle Street, Middletown CT 06457**

Tel. No.: **860 635-5053 or 800-486-7426**

Fax No.: **860 635-5053 or
800-486-7426**

Contract Value: **n/c**

Contact Person: **Jay Nkonoki (Account Manager)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jnkonoki@aaofficeonline.com

Remittance Address: **n/a**

Certification Type (SBE, MBE or None): **SBE**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 30 days**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **800-999-0057**

Contract Value: **n/c**

Contact Person: **Bill Imbessi: 516-551-5340 (cell)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: <http://www.toshibamedia.com/stateofconnpc/index.htm>
william.imbesi@tabs.toshiba.com

Remittance Address: **PO Box 91399, Chicago IL 60693**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45 days**

			Printer 48 Months		Printer 36 Months		Printer 60 Months		
			PPM	30-45	30-45	30-45	30-45		
			Volume	CPP Cost	CPP Cost	CPP Cost	CPP Cost		
Black and White Cost Per Print Lexmark Printers Includes all supplies, service, and parts. Paper not included Purchase Discounts from Mfr. List: 12% Service & Supply CPP Blk CPP 0.0162 Color CPP 0.162	BASE	Low	\$0.0156	\$0.0165	\$0.0150				
		Medium	\$0.0150	\$0.0158	\$0.0144				
		High	\$0.0156	\$0.0165	\$0.0150				
		Item	Additional CPP Cost	Std Item y/n	Addtl CPP Cost	Std Item y/n	Addtl CPP Cost	Std Item y/n	
		Paper Tray 1	included	Y	included	Y	included	Y	
		Paper Tray 2		N		N		N	
		Paper Tray 3		N		N		N	
		Paper Tray 4		N		N		N	
		Network	included	Y	included	Y	included	Y	
		Memory 256MB	included	Y	included	Y	included	Y	
RANGE									
Low	Average	High	TOTAL CPP	Monthly Cost	Monthly	Monthly Cost	Cost		
5,000	6,250	7,499	Low	\$0.0162	\$97.50	\$0.0165	\$103.13	\$0.0150	\$93.75
7,500	8,750	9,999	Medium	\$0.0152	\$131.25	\$0.0158	\$138.25	\$0.0144	\$126.00
10,000	12,750	15,500	High	\$0.0162	\$198.90	\$0.0165	\$210.38	\$0.0150	\$191.25
				Yearly Cost		Yearly Cost		Yearly Cost	
			Low		\$1,170.00		\$1,237.50		\$1,125.00
			Medium		\$1,575.00		\$1,659.00		\$1,512.00
			High		\$2,386.80		\$2,524.50		\$2,295.00
OPTIONS									
500 Sheet Paper Tray			\$0.000600		\$0.000600		\$0.000600		
Color Printer (Low Volume)			\$0.002400		\$0.002400		\$0.002400		
Color Printer (Medium Volume)			\$0.001500		\$0.001500		\$0.001500		
Color Printer (High Volume)			\$0.001400		\$0.001400		\$0.001400		
Color Click Charge (Required with Color Printer)			\$0.120000		\$0.120000		\$0.120000		

Janet DelGrecO Olson
Contract Specialist
860-713-5079
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

December 3, 2012

Proposal Due Date:

April 10, 2012

SUPPLEMENT DATE:

September 11, 2014

CONTRACT AWARD SUPPLEMENT #5

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER

DESCRIPTION: **Office Equipment - Copiers, Printers, Fax**

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
December 3, 2012 through June 30, 2017

AGENCY REQUISITION NUMBER: N/A

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/c	n/c	n/c	n/c

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts; however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany, NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **1-800-999-0057**

Contract Value: **n/c**

Contact Person: **Bill Imbesi, 1-888-343-6245 or 516-551-5340 (cell)**

Delivery: **ARO**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: <http://www.toshibamedia.com/stateofconnpc/index.htm>

william.imbesi@tabs.toshiba.com

Remittance Address: **PO Box 91399, Chicago IL 60693**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **Net 45 days**

Supplement #5 has been issued to Contract Award 12PSX0026 to update additional provider's information for above Contractor. LDI/Mohegan, LLC is now called Kota, A Mohegan LDI Enterprise. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

JANET DELGRECO OLSON

Contract Specialist

(Original Signature on Document in Procurement Files)

NATIONAL TOSHIBA AUTHORIZED SERVICE PROVIDER FOR STATE OF CT

As of 2/18/14

Name	Address	City	ST	Zip	Phone	Fax
TOSHIBA BUSINESS SOLUTIONS	4 RESEARCH DRIVE SUITE 402	SHELTON	CT	06484	203-402-7230	
AMERICAN COPY SERVICE CENTER INC	2095 SOUTH MAIN STREET	WATERBURY	CT	06706	203-756-1259	203-575-1173
Kota A Mohegan Sun LDI Enterprise	13 CROW HILL ROAD	UNCASVILLE	CT	06382	860-862-6410	860-862-6140
PRISM OFFICE SOLUTIONS	158 BULL HILL LANE	WEST HAVEN	CT	06516	203-937-6006	203-937-1470
THE OFFICE WORKS INC	100 MILL PLAIN ROAD	DANBURY	CT	06810	860-793-9994	860-793-9954
THE OFFICE WORKS INC	45 CORPORATE AVE	PLAINVILLE	CT	06062	860-793-9994	860-793-9954

CONTRACT SUPPLEMENT
RFP-37 Rev. 3/12/14
Prev. Rev. 1/3/14

Tony Deluca
Contract Specialist

860-713-5070
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Proposal Due Date:

10 April 2012

SUPPLEMENT DATE:

10 April 2014

CONTRACT AWARD SUPPLEMENT #4

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
3 December 2012 through 30 June 2017

AGENCY REQUISITION NUMBER: N/A

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/a	n/a	n/a	n/a

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany, NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **1-800-999-0057**

Contract Value: **N/A**

Contact Person: **Bill Imbesi, 888.343.6245 or 516.551.5340 Cell**

Delivery: **ARO**

Contact Person Address: **As Above William.imbesi@tabs.toshiba.com**

Company E-mail Address and/or Company Web Site: <http://www.toshibamedia.com/stateofconnpc/index.htm>

Remittance Address: **P.O. Box, 91399 Chicago Il 60693**

Certification Type **None**

Agrees to Supply Political SubDivisions: **YES**

Terms: **Net 45 Days**

Toshiba updated contact (see above). Addition of provider: LDI/Mohegan, LLC, addition of "Paper Cut", document management software.

PLEASE NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

TONY DELUCA

Contract Specialist

(Original Signature on Document in Procurement Files)

NATIONAL TOSHIBA AUTHORIZED SERVICE PROVIDER FOR STATE OF CT

As of 2/18/14

Name	Address	City	ST	Zip	Phone	Fax
TOSHIBA BUSINESS SOLUTIONS	4 RESEARCH DRIVE SUITE 402	SHELTON	CT	06484	203-402-7230	
AMERICAN COPY SERVICE CENTER INC	2095 SOUTH MAIN STREET	WATERBURY	CT	06706	203-756-1259	203-575-1173
LDI/MOHEGAN, LLC	13 CROW HILL ROAD	UNCASVILLE	CT	06382	860-862-6410	860-862-6140
PRISM OFFICE SOLUTIONS	158 BULL HILL LANE	WEST HAVEN	CT	06516	203-937-6006	203-937-1470
THE OFFICE WORKS INC	100 MILL PLAIN ROAD	DANBURY	CT	06810	860-793-9994	860-793-9954
THE OFFICE WORKS INC	45 CORPORATE AVE	PLAINVILLE	CT	06062	860-793-9994	860-793-9954

TOSHIBA

STATE OF CONNECTICUT
END USER EQUIPMENT
ORDERING INSTRUCTIONS

**TOSHIBA MFDs AND FAX
HP AND LEXMARK PRINTERS**

Updated: 02.24.14
V2.1



Table of Contents

How to Order	3
Attachment A: End User Tips	4
Attachment B: Toshiba Service Provider Directory	8
Attachment C: State of Connecticut Service and Supplies Ordering Instructions	14
Attachment D: Toshiba Pricing Catalog	34

How to Order

STEP 1 – Place the order

- Review Toshiba Pricing Catalog in Attachment D to learn about the devices that you can order.
- Once you have selected your equipment, a purchase order must be generated and addressed to Toshiba in order for the equipment to be ordered. The purchase order must indicate the contract number, 12PSX0026 and address Purchase Order to Toshiba America Business Solutions, Inc. Please see Attachment A for tips on how to complete a Purchase Order.

Purchase Order Payment Address

Toshiba America Business Solutions, Inc.
Attn: Operations
9740 Irvine Blvd.
Irvine, CA 92618

- Provide Purchase Order to your local Toshiba Service Provider. If you have not already been contacted by a local Toshiba Service Provider, you can locate one in the Toshiba Service Provider Directory in Attachment B or please send directly to Toshiba America Business Solutions, Inc. at CT.Orders@tabs.toshiba.com.
- Please work with your local Toshiba Service Provider to select your meter collection method of choice for devices ordered or notify Toshiba America Business Solutions, Inc directly if submitting your PO directly to CT.Orders@tabs.toshiba.com:
 1. Automated Meter Collection – Fleet Monitoring Tool
 2. Non-Automated Meter Collection – Meters Online or IVR

STEP 2 – Order received and submitted

- Once the order is processed, a local Toshiba Service Provider will contact you in order to schedule delivery, installation, and training of the new equipment.

STEP 3 – Order delivered

- **Installation and Training** – Toshiba will schedule a time for delivery, installation, and training.
- **IT Support** – During installation, there should be an IT Support person available to assist the service provider with networking the new equipment if applicable.
- **Training** – The Key Operators for each device will need to be available after installation for training on the new equipment.

STEP 4 – Order complete!

- Congratulations! Your order is now complete.
- If you have any questions or concerns during the order or installation process, please contact Kristin Dragoman, Toshiba Account Coordinator at kristin.dragoman@tabs.toshiba.com or 949-462-6128.
- **Service and Supplies** – You will request service and supplies using Toshiba's Global Services Portal (GSP). The Service and Supplies Ordering Instructions in Attachment C will provide information on:
 1. Self-registering for the portal
 2. How to make requests.

ATTACHMENT A

END USER TIPS

End User Tips

Tip 1. How to Complete a Purchase Order

Please make sure you include the following on the Purchase Order:

1. Enter Vendor Name and Address in Submit To: **Toshiba America Business Solutions, 9740 Irvine Blvd, Irvine, CA 92618**
2. If Tax Exempt, the Tax Exempt Certificate must accompany PO.
3. Please choose a Contract Term of 36/48/60 months and indicate on the PO. If you are a School, please indicate additional months for 'Summer School Waiver' which would then be 42/56/70.
4. Display the date ranges for the Contract Term selected. For example, (36 months) 01/01/2013 to 12/31/2016. Commencement date of billing begins from Install Date to the end of the 'Placement Period' selected.
5. Quantity should be how many devices ordered per PO Line.
6. For the Description, list model name, included accessories, volume level, monthly allowance CPC Rates and optional accessories.
7. Please indicate on PO if a P-Card is to be used. If so, please fill out the TABS Credit Card Authorization Form and submit with PO.
8. Complete Delivery Contact Name, telephone number, and email address.
9. Complete Meter Read Contact Name, telephone number, and email address.
10. Billing Frequency (Meter Read Collection) is always monthly to coincide with the billing. Any exception to a monthly meter read submission would require advance notification to the Toshiba Billing Department.
11. Please display State Contract ID# 12PSX0026 on PO.

**STATE OF CONNECTICUT
PURCHASE ORDER**

*Purchase Order Issue Date: _____	*Purchase Order Number: _____							
	STATE OF CONNECTICUT Contract Number: 12PSX0026							
Requested Delivery Date: _____	Delivery Contact: _____ Name: (tel. _____) <input type="checkbox"/> ext _____ Email address: _____	Freight Terms: <input type="checkbox"/> Freight on Board - Destination <input type="checkbox"/> Other (Specify) _____						
Vendor / Buyer Information								
*Vendor Number: XXXXXXXXXXXX *Name: Toshiba America Business Solutions *Address: 9740 Irvine Blvd *City, State, Zip Code: Irvine Ca 92618-1608		State of Connecticut Buyer: _____ Telephone: _____ Fax: _____ Email: _____ Currency: _____						
Department Information								
Tax Exempt? _____ Tax Exempt ID: _____ (Please attached with PO)								
*Bill to Department Name: _____ *Contact Person: _____ *Address: _____ *City, State, Zip Code: _____ *Telephone: _____ Email: _____ Payment Terms: _____		*Ship to Department Name: _____ *Contact Person: _____ *Address: _____ *City, State, Zip Code: _____ Telephone: _____ Email: _____ Delivery Instructions: _____						
Additional Information Needed:								
1. Advise if Summer School Waiver. If so, indicate additional months 42/56/70. 2. Meter Read Contact Name, telephone number and email address. 3. If P-Card is to be used, please complete Toshiba's Credit Card Authorization Form and submit with PO 4. Identity which type of Finisher if more than one option.								
Information For Vendor / Description:								
1 new Toshiba Estudio856 Copier plus Finisher and Fax - 48Months from 02/10/2013 to 02/09/2017 includes 35,000 monthly copies included @ .00789, any overage @ .0029 CPC. 35,000 x .00789 = \$276.15 Monthly Unit Price								
Line #	Original Quantity	Item Description	Total Quantity	Unit of Measure	Unit Price	Subtotal (Quantity x Unit Price)	Price Change	Total Price
1	1	Estudio856 copier	48	MO	276.15	13255.20	_____	13255.20
2	1	Finisher	_____	_____	_____	_____	_____	_____
3	1	Fax	_____	_____	_____	_____	_____	_____
Department Approval						GRAND TOTAL _____		
Signature: _____								
Printed Name: _____								
Date: _____								

Tip 2. How to Read a Toshiba Invoice

Listed below is key invoice information:

1. Service Item means Monthly Base Amount.
2. Invoice generates near the end of each month.
3. Monthly Base is current and Usage is billed in arrears. Example: Invoice Date 01/30/2013 charges will be for Jan Base and Dec Usage. Billing Period will display as 12/01/12 to 01/31/13.
4. If the invoice is paid by P-Card, an informational invoice will still be mailed with no balance due.
5. Included and Optional Accessories will not appear as a Line Item on the Invoice.
6. Invoices will display a Flat Monthly Rate which includes any billable accessories along with Black & White usage over the allowance and ALL color copies.

ATTACHMENT B

TOSHIBA SERVICE PROVIDER DIRECTORY

Toshiba Service Provider Directory

Local Service Provider	Contact Name	Phone Number
American Copy Products	Bill Harris	203-756-1259
Leslie Digital Imaging (LDI) / Mohegan LLC	Bruce C. Manly	860-862-6410
Prism	Ken Nizolek	866-GO PRISM
The Office Works	Mark Lerardi	860-793-9994
Toshiba Business Solutions	Dimitrios Sourso	203-402-7230

Please locate your zip code below to choose your local Toshiba Service Provider.

AMERICAN COPY SERVICE CENTER INC											
ZIP CODE											
06001	06045	06089	06127	06183	06450	06493	06532	06708	06781	06829	06896
06002	06050	06090	06128	06199	06451	06494	06533	06710	06782	06830	06897
06006	06051	06091	06129	06401	06455	06495	06534	06712	06783	06831	06901
06010	06052	06092	06131	06403	06456	06498	06535	06716	06784	06836	06902
06011	06053	06093	06132	06404	06457	06501	06536	06720	06785	06838	06903
06013	06057	06094	06133	06405	06459	06502	06537	06721	06786	06840	06904
06016	06058	06095	06134	06408	06460	06503	06538	06722	06787	06850	06905
06018	06059	06096	06137	06409	06461	06504	06540	06723	06790	06851	06906
06019	06060	06098	06138	06410	06467	06505	06601	06724	06791	06852	06907
06020	06061	06101	06140	06411	06468	06506	06602	06725	06792	06853	06910
06021	06062	06102	06141	06412	06469	06507	06604	06726	06793	06854	06911
06022	06063	06103	06142	06413	06470	06508	06605	06749	06794	06855	06912
06023	06064	06104	06143	06414	06471	06509	06606	06750	06795	06856	06913
06024	06065	06105	06144	06416	06472	06510	06607	06751	06796	06857	06914
06025	06067	06106	06145	06417	06473	06511	06608	06752	06798	06858	06920
06026	06068	06107	06146	06418	06475	06512	06610	06753	06801	06859	06921
06027	06069	06108	06147	06419	06477	06513	06611	06754	06804	06860	06922
06028	06070	06109	06150	06422	06478	06514	06612	06755	06807	06870	06925
06030	06073	06110	06151	06423	06479	06515	06614	06756	06810	06875	06926
06031	06074	06111	06152	06424	06480	06516	06615	06757	06811	06876	06927
06032	06078	06112	06153	06426	06481	06517	06650	06758	06812	06877	06928
06033	06079	06114	06154	06437	06482	06518	06673	06759	06813	06878	
06034	06080	06115	06155	06438	06483	06519	06699	06762	06814	06879	
06035	06081	06117	06156	06440	06484	06520	06701	06763	06816	06880	
06037	06082	06118	06160	06441	06487	06521	06702	06770	06817	06881	
06039	06083	06119	06161	06442	06488	06524	06703	06776	06820	06883	
06040	06085	06120	06167	06443	06489	06525	06704	06777	06824	06888	
06041	06087	06123	06176	06444	06491	06530	06705	06778	06825	06889	
06042	06088	06126	06180	06447	06492	06531	06706	06779	06828	06890	

LESLIE DIGITAL IMAGING (LDI) / MOHEGAN LLC											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

PRISM OFFICE SOLUTIONS											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

THE OFFICE WORKS INC											
ZIP CODE											
06001	06058	06104	06151	06264	06376	06439	06491	06536	06726	06804	06879
06002	06059	06105	06152	06266	06377	06440	06492	06537	06749	06807	06880
06006	06060	06106	06153	06267	06378	06441	06493	06538	06750	06810	06881
06010	06061	06107	06154	06277	06379	06442	06494	06540	06751	06811	06883
06011	06062	06108	06155	06278	06380	06443	06495	06601	06752	06812	06888
06013	06063	06109	06156	06280	06382	06444	06498	06602	06753	06813	06889
06016	06064	06110	06160	06281	06383	06447	06501	06604	06754	06814	06890
06018	06065	06111	06161	06282	06384	06450	06502	06605	06755	06816	06896
06019	06067	06112	06167	06320	06385	06451	06503	06606	06756	06817	06897
06020	06068	06114	06176	06330	06387	06455	06504	06607	06757	06820	06901
06021	06069	06115	06180	06331	06388	06456	06505	06608	06758	06824	06902
06022	06070	06117	06183	06332	06389	06457	06506	06610	06759	06825	06903
06023	06073	06118	06199	06333	06401	06459	06507	06611	06762	06828	06904
06024	06074	06119	06226	06334	06403	06460	06508	06612	06763	06829	06905
06025	06078	06120	06230	06335	06404	06461	06509	06614	06770	06830	06906
06026	06079	06123	06233	06336	06405	06467	06510	06615	06776	06831	06907
06027	06080	06126	06234	06338	06408	06468	06511	06650	06777	06836	06910
06028	06081	06127	06235	06339	06409	06469	06512	06673	06778	06838	06911
06030	06082	06128	06239	06340	06410	06470	06513	06699	06779	06840	06912
06031	06083	06129	06241	06349	06411	06471	06514	06701	06781	06850	06913
06032	06085	06131	06242	06350	06412	06472	06515	06702	06782	06851	06914
06033	06087	06132	06243	06351	06413	06473	06516	06703	06783	06852	06920
06034	06088	06133	06244	06353	06414	06474	06517	06704	06784	06853	06921
06035	06089	06134	06245	06354	06415	06475	06518	06705	06785	06854	06922
06037	06090	06137	06246	06355	06416	06477	06519	06706	06786	06855	06925
06039	06091	06138	06247	06357	06417	06478	06520	06708	06787	06856	06926
06040	06092	06140	06249	06359	06418	06479	06521	06710	06790	06857	06927
06041	06093	06141	06254	06360	06419	06480	06524	06712	06791	06858	06928
06042	06094	06142	06255	06365	06420	06481	06525	06716	06792	06859	
06045	06095	06143	06256	06370	06422	06482	06530	06720	06793	06860	
06050	06096	06144	06258	06371	06423	06483	06531	06721	06794	06870	
06051	06098	06145	06259	06372	06424	06484	06532	06722	06795	06875	
06052	06101	06146	06260	06373	06426	06487	06533	06723	06796	06876	
06053	06102	06147	06262	06374	06437	06488	06534	06724	06798	06877	
06057	06103	06150	06263	06375	06438	06489	06535	06725	06801	06878	

TOSHIBA BUSINESS SOLUTIONS											
ZIP CODE											
06001	06032	06063	06084	06109	06140	06199	06250	06282	06365	06439	06779
06002	06033	06064	06085	06110	06141	06226	06251	06320	06370	06444	06781
06006	06034	06065	06087	06111	06142	06230	06254	06330	06371	06447	06782
06010	06035	06066	06088	06112	06143	06231	06255	06331	06372	06467	06783
06011	06037	06067	06089	06114	06144	06232	06256	06332	06373	06474	06785
06013	06039	06068	06090	06115	06145	06233	06258	06333	06374	06479	06786
06016	06040	06069	06091	06117	06146	06234	06259	06334	06375	06489	06787
06018	06041	06070	06092	06118	06147	06235	06260	06335	06376	06750	06790
06019	06042	06071	06093	06119	06150	06235	06262	06336	06377	06751	06791
06020	06043	06072	06094	06120	06151	06237	06263	06338	06378	06752	06792
06021	06045	06073	06095	06123	06152	06238	06264	06339	06379	06753	06793
06022	06050	06074	06096	06126	06153	06239	06265	06340	06380	06754	06794
06023	06051	06075	06098	06127	06154	06241	06266	06349	06382	06755	06795
06024	06052	06076	06101	06128	06155	06242	06267	06350	06383	06756	06796
06025	06053	06077	06102	06129	06156	06243	06268	06351	06384	06757	06798
06026	06057	06078	06103	06131	06160	06244	06269	06353	06385	06758	
06027	06058	06079	06104	06132	06161	06245	06277	06354	06387	06759	
06028	06059	06080	06105	06133	06167	06246	06278	06355	06388	06763	
06029	06060	06081	06106	06134	06176	06247	06279	06357	06389	06776	
06030	06061	06082	06107	06137	06180	06248	06280	06359	06415	06777	
06031	06062	06083	06108	06138	06183	06249	06281	06360	06420	06778	

ATTACHMENT C

STATE OF CONNECTICUT SERVICE AND SUPPLIES ORDERING INSTRUCTIONS

STATE OF CONNECTICUT

Instructions for Service & Supplies Requests



Table of Contents

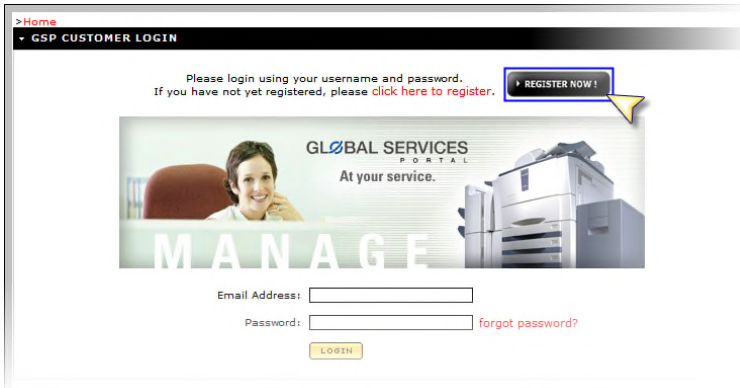
To Make a SERVICE/SUPPLIES Request Online (How to Register)	17
To Make a SERVICE Request Online	18
To Make a SUPPLIES Request Online (Toshiba Devices Only).....	19
To Make a SUPPLIES Request Online (Non-Toshiba Devices)	20
To Make a SUPPLIES Request Online (Non-Toshiba Devices) – Purchase	24
Printer Automated Toner Replenishment Service.....	29
PageSmart Plus+	30
To Make a SERVICE Request via Phone.....	33
Where is my Supplies Order?	33

To Make a SERVICE/SUPPLIES Request Online (How to Register)

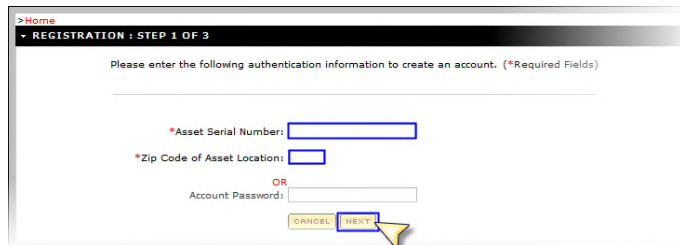
To make a service/supplies request online, you must create an account with Toshiba. To create an account, please do the following:

NOTE: You only need to create an account once. If already created, skip this section.

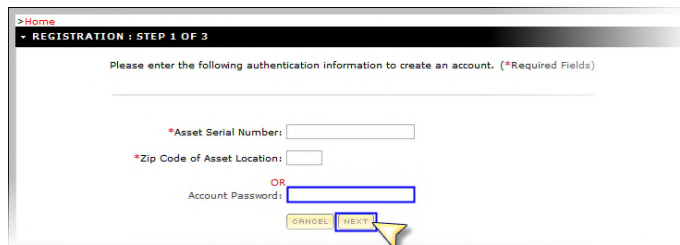
- 1) Go to <http://gsp.toshiba.com>
- 2) Click on “Register Now!”



- 3) Authentication:
 - a. If you have an existing device, enter the asset serial number and zip code and follow the steps to complete registration.



- b. If you do not have an existing device, enter “connecticutstate1” as the Account Password and follow the steps to complete registration.

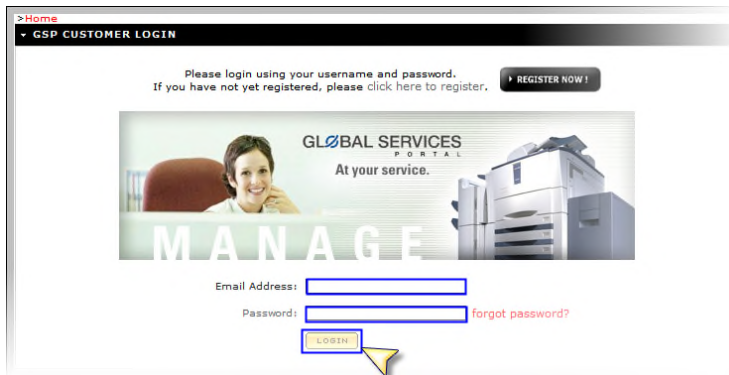


Once you have completed the self-registration process, an email will be sent to you with log in information. **You are now registered and ready to make a service/supplies request online!**

To Make a SERVICE Request Online

To request service online for the device, the following are the procedures:

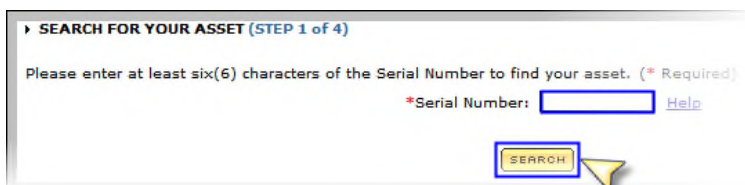
- 1) Go to <http://gsp.toshiba.com>
- 2) Enter your Email Address & Password to sign in:



- 3) Select Create Service Ticket → “Service Toshiba Equipment”
* This applies to Non-Toshiba Devices as well *



- 4) Enter Serial Number

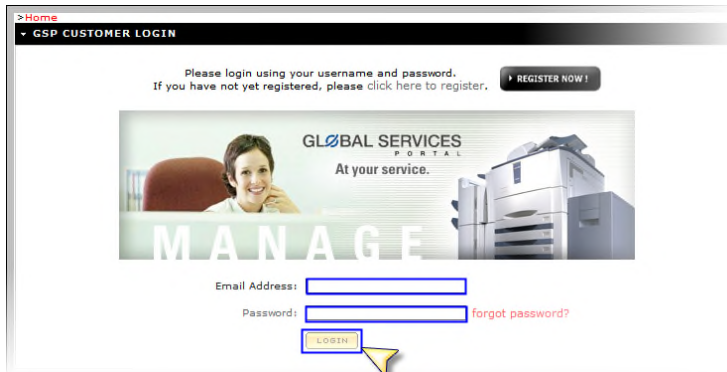


- 5) Follow the steps...


To Make a SUPPLIES Request Online (Toshiba Devices Only)

To request service online for the device, the following are the procedures:

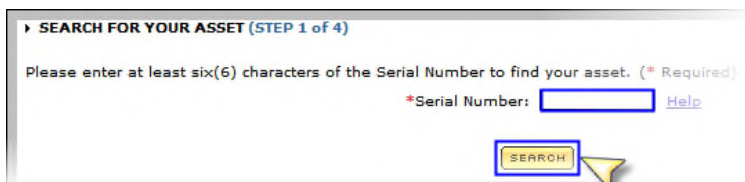
- 1) Go to <http://gsp.toshiba.com>
- 2) Enter your Email Address & Password to sign in:



- 3) Select Online Catalog → “Toshiba Supplies Only”



- 4) Enter Serial Number

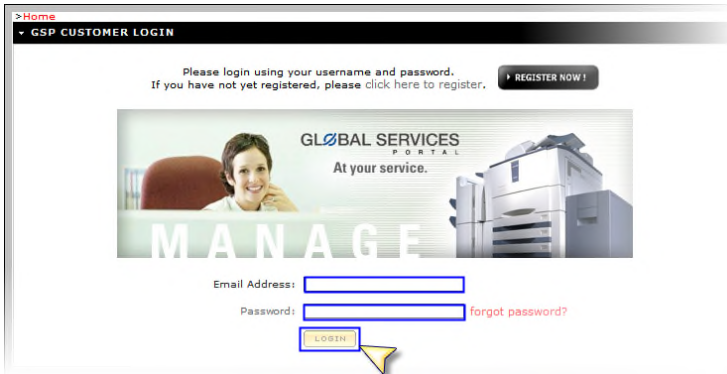


- 5) Follow the steps...

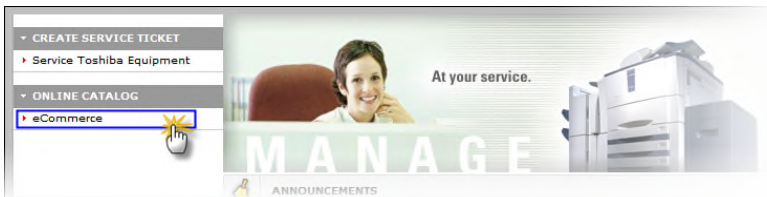
To Make a SUPPLIES Request Online (Non-Toshiba Devices)

To request supplies online for the device, the following are the procedures:

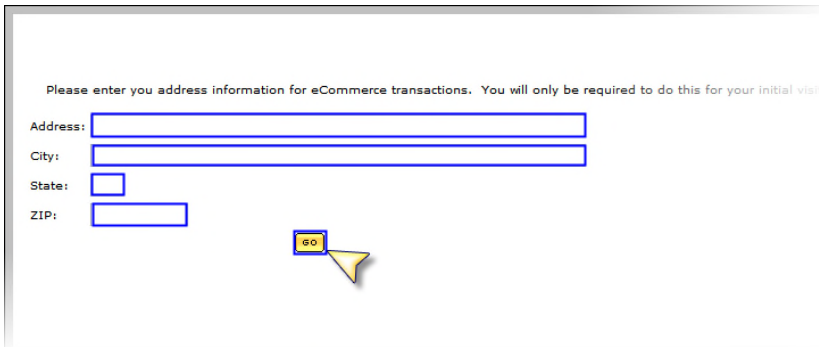
- 1) Go to <http://gsp.toshiba.com>.
- 2) Enter your Email Address & Password to sign in:



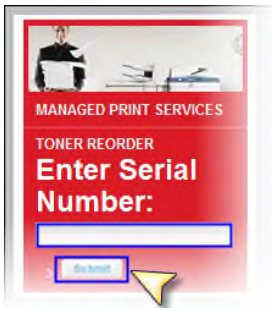
- 3) Select Online Catalog → “eCommerce”



- 4) Upon your first initial visit to the eCommerce store, you will be requested to enter your address information. This is a one-time only process.



5) Enter the Serial Number of your device in the Serial # space provided.



a. Is your device located or NOT located?

If your device IS located...

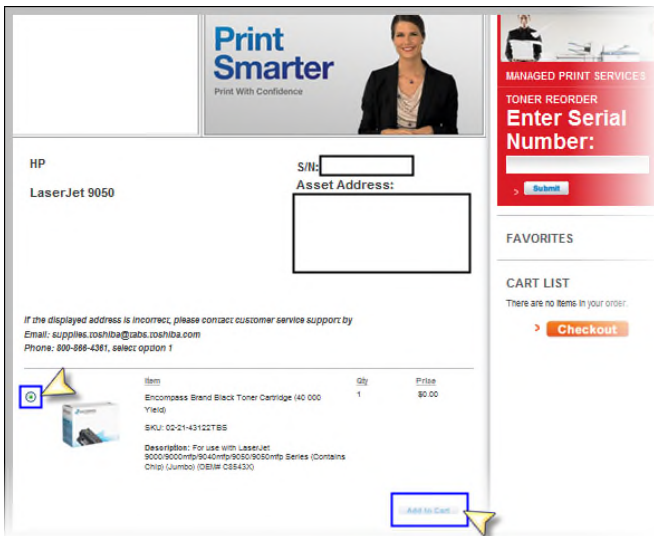
This means that your device is on the network and it is included in the PageSmart program. Please note the following:

- The quantity limit is 1 per item per order.
- Double check the Ship To address as it has been pre-populated based on the serial number entered.

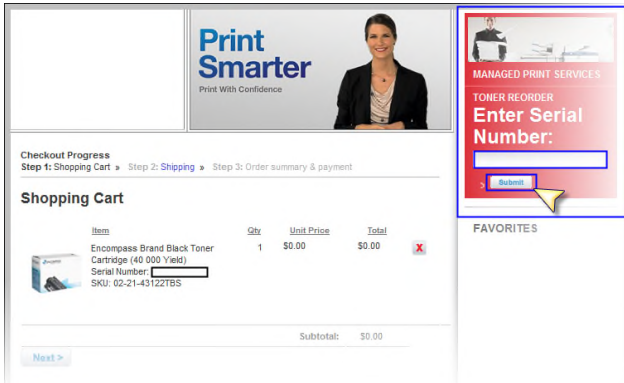
If your device is NOT located...

This means that your device is not covered under the PageSmart program. Please contact your corporate office for further details.

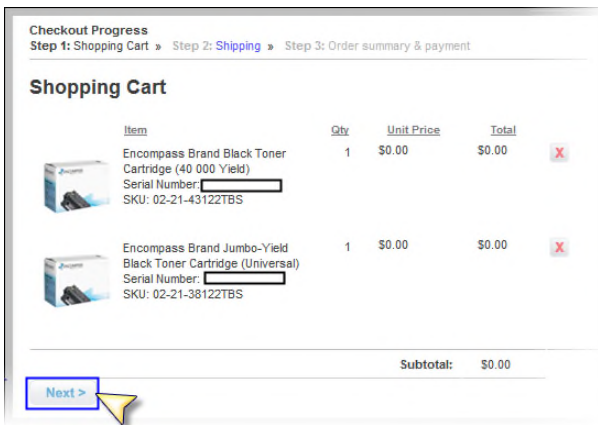
6) You will see the products available for your device. Select your choice and click the “Add To Cart” button. **You cannot order more than one of each item per Serial Number.**



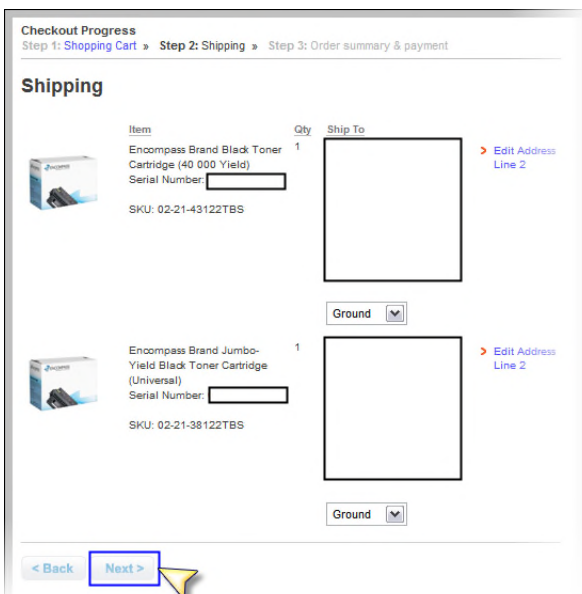
- 7) **Shopping Cart.** You can order for more than one device per checkout. To order supplies for another device, enter the Serial Number of your device in the Serial # space provided.



Then, follow the previous step to add the additional item to the Shopping Cart. Click “Next” to go to the next step: **Shipping**.



- 8) **Shipping.** Review your order. Remember to check the “Ship To” address as it has been pre-populated based on the serial number you entered. Click “Next” to review and complete your order.



- 9) **Order Summary & Payment.** Review your order. Read and check the box under the Managed Print Service Agreement. Remember to check the “Ship To” address as it has been pre-populated based on the serial number you entered. Click “Order Now” to complete your order.

Product Subtotal	\$0.00
Estimated Tax	\$0.00
Shipping	\$0.00

ORDER TOTAL \$0.00

** Please note that tax is only an estimate. The actual amount will be calculated at shipping time.

* Denotes a required field.

Managed Print Services Agreement

One or more of the supply items that you have selected is being shipped at no charge in conjunction with the Managed Print Services Agreement ("Agreement") executed by you and us. In accordance with that Agreement, you acknowledge that the items shown at no cost above are for immediate use in the product(s) associated with the printers identified by serial number during the ordering process only. These supplies may not be used in any other printer. If your order does not meet these conditions, please remove the zero cost toner from your basket. Toshiba reserves the right to charge for the product if the product is utilized in violation of the Agreement or the terms herein.

ORDER NOW

- 10) Your order confirmation page will display. Click “Print This Page” if you want to print the page.

Order Confirmation

Your order has been received and is being processed. Thank you for shopping at our store.

Order number:

Please retain the above information as a reference to your order.

Item	Qty	Shipping Information	Unit Price	Price
------	-----	----------------------	------------	-------

PRINT THIS PAGE

The order is now complete. A confirmation email will be sent to the email address on file.

To Make a SUPPLIES Request Online (Non-Toshiba Devices) – Purchase

To request supplies online for the device, the following are the procedures:

11) Go to <http://gsp.toshiba.com>.

12) Enter your Email Address & Password to sign in:

Home
GSP CUSTOMER LOGIN

Please login using your username and password.
If you have not yet registered, please click here to register. REGISTER NOW!

GLOBAL SERVICES PORTAL
At your service.

MANAGE

Email Address:

Password: forgot password?

LOGIN

13) Select Online Catalog → “eCommerce”

CREATE SERVICE TICKET
Service Toshiba Equipment
ONLINE CATALOG
eCommerce

At your service.

MANAGE

ANNOUNCEMENTS

14) Upon your first initial visit to the eCommerce store, you will be requested to enter your address information. This is a one-time only process.

Please enter you address information for eCommerce transactions. You will only be required to do this for your initial visit.

Address:

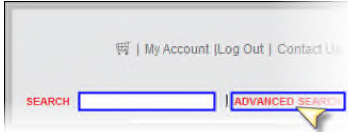
City:

State:

ZIP:

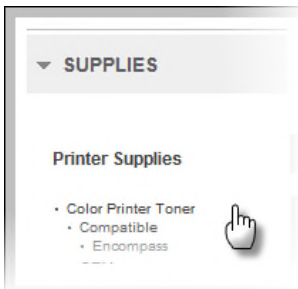
GO

- 15) Enter the Model or Toner SKU number of your device in the Search bar and hit “Enter.” Advanced Search can also be used to search for your device by selecting the “Advanced Search” button.

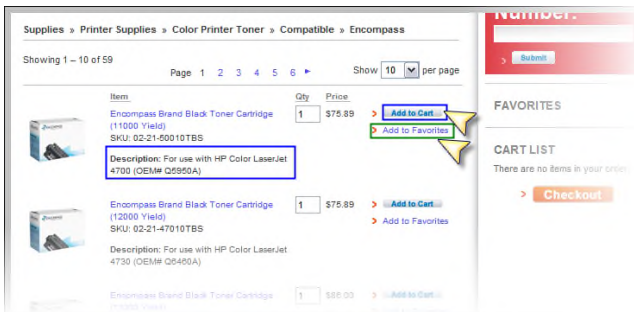


Or...

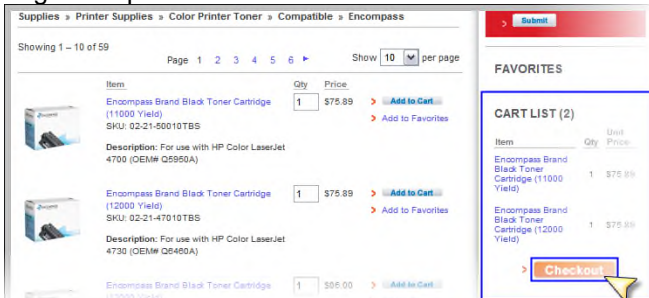
Select Supplies Type under the Supplies Panel located on the left hand side of the eCommerce page.



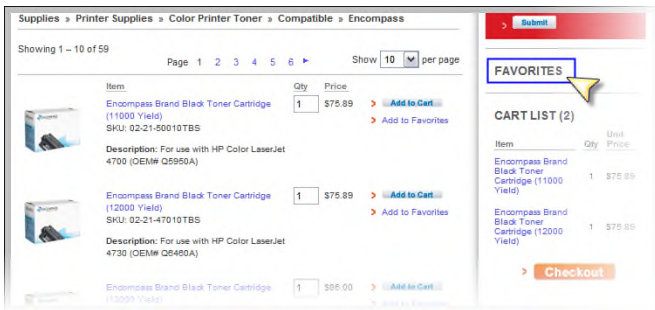
- 16) **Shopping Cart.** You can order for more than one device per checkout. Select the Supplies you would like to purchase. The Description will indicate the make and model of the device the item could be used for. Add item to Shopping Cart. You can also Add to Favorites to save the item for future shopping.



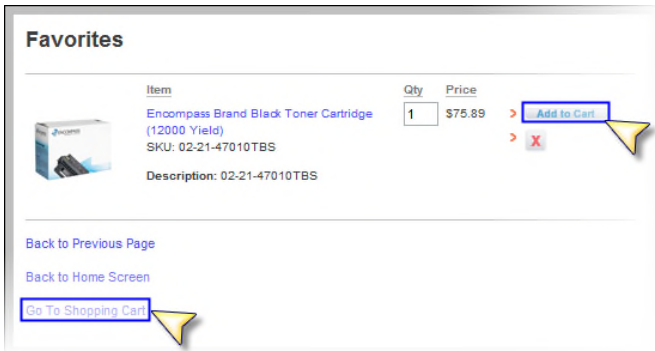
- 17) When completed with adding items to the Shopping Cart, go to the Cart List, and click on Checkout to begin completion of order.



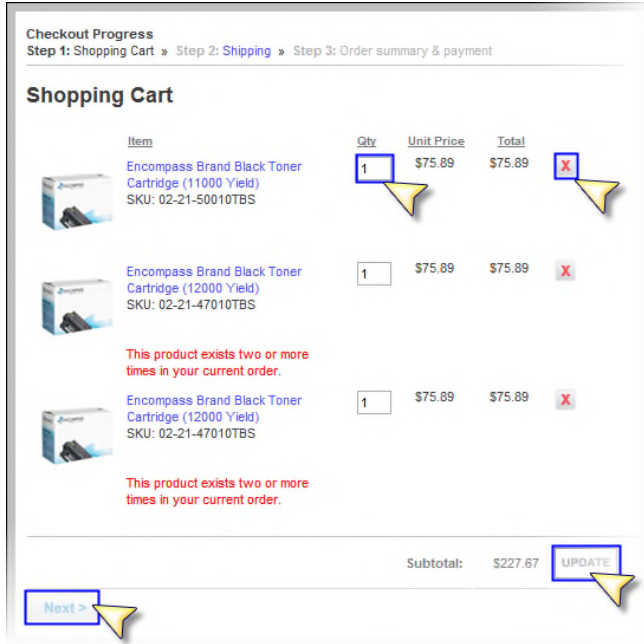
18) **Favorites.** If you have Favorites that you would like to purchase, click on Favorites to add items to Shopping Cart.



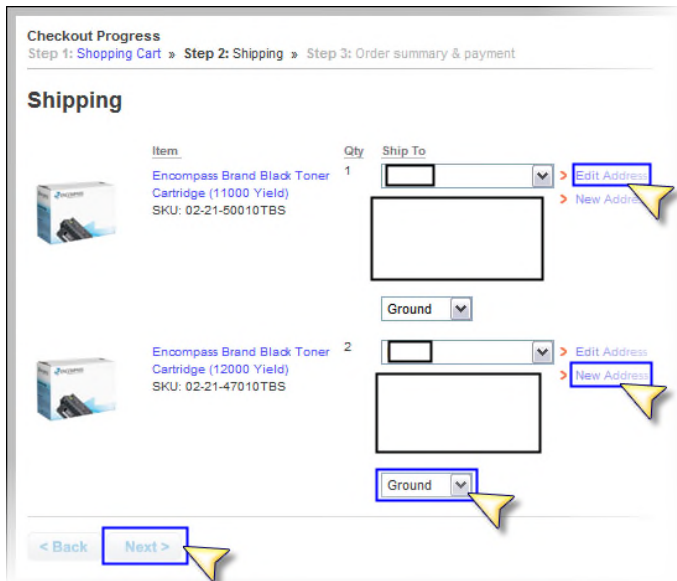
Select Item that you would like to purchase and Add to Cart. If you would like to remove the Item in your Favorites, click on the “X” button for removal. When completed with the Favorites page, click on Go to Shopping Cart to review your complete order.



19) **Shopping Cart.** Review your order and make changes if needed. To delete an Item, click on the “X” button. To add more than “1” quantity, fill in the Qty space with desired quantity. When changes are completed, click on the “Update” button. Click on “Next” to proceed to the next step: **Shipping.**




20) **Shipping.** Review your order. Remember to check the “Ship To” address as it has been pre-populated based on the address information given during your first initial visit to the eCommerce store. There is an option to Edit Address, as well as add a New Address. Select your shipping method. There is an option to choose between shipping Ground or Overnight. Click “Next” to review and complete your order.



21) **Order Summary & Payment.** Review your order. Remember to check the “Ship To” address as it has been pre-populated based on the address information given during your first initial visit to the eCommerce store. Click “Order Now” to complete your order.

Shipping	\$0.00
<hr/>	
ORDER TOTAL	\$247.59
<hr/>	
** Please note that tax is only an estimate. The actual amount will be calculated at shipping time.	

> **ORDER NOW** 

22) Your order confirmation page will display. Click "Print This Page" if you want to print the page.


Order Confirmation

Your order has been received and is being processed. Thank you for shopping at our store.

Order number:

Please retain the above information as a reference to your order.

Item	Qty	Shipping Information	Unit Price	Total
------	-----	----------------------	------------	-------

> **PRINT THIS PAGE** 

The order is now complete. A confirmation email will be sent to the email address on file.

Printer Automated Toner Replenishment Service

Toner is automatically replenished for all covered devices.

How It Works

The system is set up as just-in-time, meaning printer toner arrives approximately one week before the toner is fully depleted. Therefore, when there is a “low toner” alert, don’t be alarmed. Our system will ensure the replacement toner is delivered before the cartridge is empty. The toner cartridge is delivered with a label clearly showing the internal device location, serial number, device make/model, and designated site representative’s name (shown here).

Easy Tracking

Upon shipment, an email notification will be sent to the designated site representative with shipment information and tracking number.

Ordering Through eCommerce – “Manual Orders”

Not all printers are capable of reporting accurate device data for auto replenishment purposes. Supplies for these printers will occur through the Toshiba eCommerce portal. To order supplies for these exception printers, please log into gsp.toshiba.com. Users without Internet access can send request to Supplies.Toshiba@tabs.toshiba.com or call 888-375-4675.

Please note the device asset tag will let you know whether the device is under the automated toner replenishment or manual order process.

Toner Shipments will arrive “just in time” – approximately 3-5 days before supply is depleted. The Primary Site Contact will receive email notification of toner en route. Once supplies arrive, the Primary Site Contact will distribute the toner to the appropriate device.

If there are questions on toner status, please contact supplies.toshiba@tabs.toshiba.com or check the status via PageSmart Plus+.



PageSmart Plus+

Where is my toner? To help answer that question, Toshiba offers PageSmart Plus+ via an online tool. This tool simplifies the printer management process, providing you complete status on your printer toner supply levels and recent shipments for devices covered under the Cost-Per-Page Program.

The following are the procedures to access the tool:


- 1) Go to <http://www.gspmps.com>.
- 2) Log into PageSmart Plus+; your user name is your email. This tool requires a separate log-in.

If this is your first time visiting this site, please “Register for an Account”. For simplicity, we recommend you use your corporate email address as your user name.

User Name:

Password:

[Recover your Password](#)

 [Register for an Account](#)

- 3) To register, please provide your user information. Please note the device Zip Code **must** match the device Serial # location.

Title:

Email Address:

Confirm Email:

Full Name:

Company Name:

Zipcode: ?

Phone: ?

Serial # Asset #

Device: ?

Mouse over ? for tips on filling out form.

- 4) Once registered, you will receive an email with a temporary log in password.

- Once in the site, you may start searching for your initial registered device.

If you are responsible for more than one device, simply click on the “Register a Device” link to register additional devices.

DEVICE LOOKUP

Search Criteria:

Serial #: Device Type: (All)

Asset #: Location: Model:

[Register a device](#)

- To start searching, enter your Serial Number and click “Apply Filter” to see the device details.

DEVICE LOOKUP

Search Criteria:

Serial #: Device Type: (All)

Asset #: Location: Model:

Click on any row for more details. 2 device(s)

[Register a device](#)

- Click on the device to view the details.

DEVICE LOOKUP

Search Criteria:

Serial #: 6213430 Device Type: (All)

ATRS / Asset #: Location: Model:

Only Unmapped Devices Click on any row for more details. 1 device(s)

Device	Customer	Location	Ship To	IP Address	Serial #	ATRS / Asset #	Mapped
ET00040031D727 E352dn	Lexmark	Marshall Medical Centers	HR	Marshall Medical Center 312 5th Avenue NW Cindy Broome Attalla, AL 35954	10.20.30.116	6213430	<input checked="" type="checkbox"/>

8) This screen provides pertinent device information, such as:

- Serial Number
- Consumables level remaining
- Last active meter date
- Estimated replenishment date
- Shipping tracking number

 **DEVICE DETAIL**

[Return to Search Results](#) | [Register another device](#)

Date Registered:	02/06/2012	Manufacturer:	Hewlett Packard	
Device Name:	22100 Radiology	Device Zip:	36203	
Serial #:	CNGXC30144	IP Address:	172.20.16.57	
Asset #:	P106	Model:	HP LaserJet 4240	
Ship To:	Regional Medical Center - Anniston 260 Industrial Dr. Extension Kim Ashley Anniston, AL 36203			
Device Location	<input type="text" value="22100 Radiology - P106"/> * Optional	Alternate ID#	<input type="text" value="Express"/> * Optional	
Department Code	<input type="text"/> * Optional	Department Name	<input type="text"/> * Optional	
Days Stale Before Alert	<input type="text" value="3"/> * Optional	Last Device Pull Date	9/16/2012	
Consumables				
Part Name	Level Remaining	Last Read of Level Remaining	Estimated Replenishment Date	
Black Toner/Ink/Wax	57.00%	9/16/2012 10:20:24 PM	9/28/2012	
Maintenance Kit	0.00%	9/16/2012 10:20:24 PM	Recent Shipment	
Recent Shipments				
Shipped	Part Name	Shipping Order #	Quantity	Tracking/Num
7/27/2012	Black Toner/Ink/Wax	13199389	1	UPS:1Z6714930333859095

To Make a SERVICE Request via Phone

Call the number on the asset tag to make a service request: (877) 855-1344

Where is my Supplies Order?

If you have questions about your order, please contact Toshiba at:

Non-Toshiba Devices
Phone: (888) 375-4675

Toshiba Devices
Phone: (877) 855-1344

12PSX0026 Price Schedule

Toshiba		48 Month		36 Month		60 Month	
Cost Per Copy (Copiers) 13 ppm - 22ppm e-STUDIO206L							
BASE	Volume:	CPC Cost		CPC Cost		CPC Cost	
	Low (1 - 6,666)	\$ 0.039160		\$ 0.045830		\$ 0.034410	
	Medium (6,667 - 13,333)	\$ 0.023270		\$ 0.026630		\$ 0.020900	
	High (13,334 - 20,000)	\$ 0.016930		\$ 0.018930		\$ 0.015500	
	Item	Additonal CPC Cost	Standard Item (v/n)	Additonal CPC Cost	Standard Item (v/n)	Additonal CPC Cost	Standard Item (v/n)
Model Includes:	Document Feeder	\$ 0.004910	n	\$ 0.005950	n	\$ 0.004170	n
Base / with Cabinet if required	Finisher		n		n		n
Scan / Network	Large Capacity Tray		n		n		n
Paper trays 1 & 2	Paper Tray 1	included	y	included	y	included	y
Includes all supplies, service, and parts.	Paper Tray 2	included	y	included	y	included	y
	Paper Tray 3	\$	n	\$	n	\$	n
Low volume based on 1500 minimum monthly pages	Paper Tray 4	\$	n	\$	n	\$	n
Med volume based on 3000 minimum monthly pages	Network	included	y	included	y	included	y
High volume based on 5000 minimum monthly pages	Scan	included	y	included	y	included	y
	Fax	\$	n	\$	n	\$	n
	Color Print	\$	n	\$	n	\$	n
	Color Scan	included	y	included	y	included	y
	Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At
	Low	\$0.00740	1,501	\$0.00740	1,501	\$0.00740	1,501
	Medium	\$0.00740	3,001	\$0.00740	3,001	\$0.00740	3,001
	High	\$0.00740	5,001	\$0.00740	5,001	\$0.00740	5,001
Options:							
Finisher		\$ 0.006390		\$ 0.007740		\$ 0.005440	
Large Capacity Tray		\$ 0.004730		\$ 0.005720		\$ 0.004020	
Paper Tray 3		\$ 0.003540		\$ 0.004290		\$ 0.003010	
Paper Tray 4		\$ 0.002010		\$ 0.002430		\$ 0.001710	
Fax		\$ 0.004930		\$ 0.005970		\$ 0.004190	

12PSX0026 Price Schedule

Toshiba		48 Month		36 Month		60 Month	
Cost Per Copy (Copiers) 13 ppm - 22ppm e-STUDIO2555C							
Volume:		CPC Cost		CPC Cost		CPC Cost	
BASE	Low (1 - 6,666)	\$ 0.077390		\$ 0.092160		\$ 0.066890	
	Medium (6,667 - 13,333)	\$ 0.042290		\$ 0.049680		\$ 0.037050	
	High (13,334 - 20,000)	\$ 0.028250		\$ 0.032690		\$ 0.025100	
Item		Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost	Standard Item (y/n)
Document Feeder		\$ 0.004910	n	\$ 0.005950	n	\$ 0.004170	n
Finisher			n		n		n
Large Capacity Tray			n		n		n
Paper Tray 1		included	y	included	y	included	y
Paper Tray 2		included	y	included	y	included	y
Paper Tray 3		\$	n	\$	n	\$	n
Paper Tray 4		\$	n	\$	n	\$	n
Network		included	y	included	y	included	y
Scan		included	y	included	y	included	y
Fax		\$	n	\$	n	\$	n
Color Print		\$ 0.043500	n	\$ 0.043500	n	\$ 0.043500	n
Color Scan		included	y	included	y	included	y
B/W Overage Price:		Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At
Low		\$0.00720	1,501	\$0.00720	1,501	\$0.00720	1,501
Medium		\$0.00720	3,001	\$0.00720	3,001	\$0.00720	3,001
High		\$0.00720	5,001	\$0.00720	5,001	\$0.00720	5,001
Options:							
Finisher		\$ 0.007760		\$ 0.009390		\$ 0.006600	
Large Capacity Tray		\$ 0.004350		\$ 0.005270		\$ 0.003700	
Paper Tray 3		\$ 0.003540		\$ 0.004290		\$ 0.003010	
Paper Tray 4		\$ 0.002230		\$ 0.002690		\$ 0.001890	
Fax		\$ 0.004930		\$ 0.005970		\$ 0.004190	

12PSX0026 Price Schedule

Toshiba		48 Month		36 Month		60 Month	
Cost Per Copy (Copiers)							
23 ppm - 45ppm							
e-STUDIO456							
BASE	Volume:	CPC Cost		CPC Cost		CPC Cost	
	Low (20,000 - 33,333)	\$ 0.011420		\$ 0.012760		\$ 0.010460	
	Medium (33,334 - 46,666)	\$ 0.010130		\$ 0.011210		\$ 0.009370	
	High (46,667 - 60,000)	\$ 0.008420		\$ 0.009140		\$ 0.007900	
	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
Model Includes:	Document Feeder	\$ 0.000920	n	\$ 0.001120	n	\$ 0.000780	n
Base / with Cabinet if required	Finisher	\$ 0.001200	n	\$ 0.001450	n	\$ 0.001020	n
Scan / Network	Large Capacity Tray	\$ 0.000890	n	\$ 0.001070	n	\$ 0.000750	n
Paper trays 1 & 2	Paper Tray 1	included	y	included	y	included	y
Includes all supplies, service, and parts.	Paper Tray 2	included	y	included	y	included	y
	Paper Tray 3		n		n		n
	Paper Tray 4		n		n		n
	Network	included	y	included	y	included	y
Low volume based on 8000 minimum monthly	Scan	included	y	included	y	included	y
Med volume based on 10000 minimum monthly	Fax		n		n		n
High volume based on 15000 minimum monthly	Color Print	\$		\$		\$	
	Color Scan	included	y	included	y	included	y
	Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At
	Low	\$0.00500	8,001	\$0.00500	8,001	\$0.00500	8,001
	Medium	\$0.00500	10,001	\$0.00500	10,001	\$0.00500	10,001
	High	\$0.00500	15,001	\$0.00500	15,001	\$0.00500	15,001
Options:							
Paper Tray 3		\$ 0.000660		\$ 0.000800		\$ 0.000590	
Paper Tray 4		\$ 0.000380		\$ 0.000460		\$ 0.000320	
Fax		\$ 0.000920		\$ 0.001120		\$ 0.000790	

12PSX0026 Price Schedule

Toshiba		48 Month		36 Month		60 Month	
Cost Per Copy (Copiers)							
23 ppm - 45ppm							
e-STUDIO4555C							
Model Includes:	Volume:	CPC Cost		CPC Cost		CPC Cost	
	Low (20,000 - 33,333)	\$ 0.020250		\$ 0.023330		\$ 0.018060	
	Medium (33,334 - 46,666)	\$ 0.017310		\$ 0.019780		\$ 0.015570	
Base / with Cabinet if required	High (46,667 - 60,000)	\$ 0.013410		\$ 0.015060		\$ 0.012240	
	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
	Document Feeder	\$ 0.000920	n	\$ 0.001120	n	\$ 0.000780	n
Scan / Network	Finisher	\$ 0.001460	n	\$ 0.001760	n	\$ 0.001240	n
Paper trays 1 & 2	Large Capacity Tray	\$ 0.000820	n	\$ 0.000990	n	\$ 0.000690	n
Includes all supplies, service, and parts.	Paper Tray 1	included	y	included	y	included	y
	Paper Tray 2	included	y	included	y	included	y
	Paper Tray 3		n		n		n
	Paper Tray 4		n		n		n
	Network	included	y	included	y	included	y
	Scan	included	y	included	y	included	y
	Fax		n		n		n
	Color Print	\$ 0.030400		\$ 0.030400		\$ 0.030400	
Low volume based on 8000 minimum monthly	Color Scan	included	y	included	y	included	y
Med volume based on 10000 minimum monthly							
High volume based on 15000 minimum monthly							
	B/W Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At
	Low	\$0.00560	8,001	\$0.00560	8,001	\$0.00560	8,001
	Medium	\$0.00560	10,001	\$0.00560	10,001	\$0.00560	10,001
	High	\$0.00560	15,001	\$0.00560	15,001	\$0.00560	15,001
Options:							
Paper Tray 3		\$ 0.000660		\$ 0.000800		\$ 0.000590	
Paper Tray 4		\$ 0.000420		\$ 0.000510		\$ 0.000360	
Fax		\$ 0.000920		\$ 0.001120		\$ 0.000790	

12PSX0026 Price Schedule

Toshiba Cost Per Copy (Copiers) 45ppm+ e-STUDIO856		48 Month		36 Month		60 Month		
		Volume:	CPC Cost	CPC Cost	CPC Cost	CPC Cost	CPC Cost	
Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1, 2 & 3 Includes all supplies, service, and parts. Low volume based on 35,000 minimum monthly pages Med volume based on 45,000 minimum monthly pages High volume based on 55,000 minimum monthly pages	BASE	Low (60,000 - 73,333)	\$ 0.007120		\$ 0.008010		\$ 0.006490	
		Medium (73,334 - 86,667)	\$ 0.006180		\$ 0.006870		\$ 0.005690	
		High (86,668 - 100,000)	\$ 0.005590		\$ 0.006150		\$ 0.005180	
		Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
		Document Feeder	Included	y	Included	y	Included	y
		Finisher	\$ 0.000770	n	\$ 0.000930	n	\$ 0.000650	n
		Large Capacity Tray	\$ 0.000440	n	\$ 0.000530	n	\$ 0.000370	n
		Paper Tray 1	Included	y	Included	y	Included	y
		Paper Tray 2	Included	y	Included	y	Included	y
		Paper Tray 3	Included	y	Included	y	Included	y
	Paper Tray 4							
	Network	Included	y	Included	y	Included	y	
	Scan	Included	y	Included	y	Included	y	
	Fax							
	Color Print							
	Color Scan	Included	y	Included	y	Included	y	
	Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At	
	Low	\$0.00290	35,001	\$0.00290	35,001	\$0.00290	35,001	
	Medium	\$0.00290	45,001	\$0.00290	45,001	\$0.00290	45,001	
	High	\$0.00290	55,001	\$0.00290	55,001	\$0.00290	55,001	
Options:								
	Fax	\$ 0.000210		\$ 0.000260		\$ 0.000180		

12PSX0026 Price Schedule

Toshiba			48 Month		36 Month		60 Month		
Cost Per Copy (Copiers)									
45ppm+									
e-STUDIO6540CT									
Volume:			CPC Cost		CPC Cost		CPC Cost		
BASE	Low (60,000 - 73,333)		\$ 0.016390		\$ 0.018950		\$ 0.014570		
	Medium (73,334 - 86,667)		\$ 0.013350		\$ 0.015270		\$ 0.011970		
	High (86,668 - 100,000)		\$ 0.010290		\$ 0.011580		\$ 0.009380		
Model Includes:			Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
Base / with Cabinet if required			Document Feeder	Included	y	Included	y	Included	y
Document Feeder			Finisher	\$ 0.001560	n	\$ 0.001880	n	\$ 0.001320	n
Scan / Network			Large Capacity Tray	\$ 0.001020	n	\$ 0.001240	n	\$ 0.000870	n
Paper trays 1, 2 & 3			Paper Tray 1	Included	y	Included	y	Included	y
			Paper Tray 2	Included	y	Included	y	Included	y
Includes all supplies, service, and parts.			Paper Tray 3	Included	y	Included	y	Included	y
			Paper Tray 4						
Low volume based on 15000 minimum monthly			Network	Included	y	Included	y	Included	y
Med volume based on 20000 minimum monthly			Scan	Included	y	Included	y	Included	y
High volume based on 30000 minimum monthly			Fax						
			Color Print	\$ 0.021100		\$ 0.021100		\$ 0.021100	
			Color Scan	Included	y	Included	y	Included	y
RANGE									
Low	Average	High	B/W Overage Price:	Cost	Overage Starts At	Cost	Overage Starts At	Cost	Overage Starts At
60,000	66,667	73,333	Low	\$0.00420	15,001	\$0.00420	15,001	\$0.00420	15,001
73,334	80,001	86,667	Medium	\$0.00420	20,001	\$0.00420	20,001	\$0.00420	20,001
86,668	93,334	100,000	High	\$0.00420	30,001	\$0.00420	30,001	\$0.00420	30,001
			Options:						
Fax				\$ 0.000490		\$ 0.000600		\$ 0.000420	

12PSX0026 Price Schedule

Toshiba Printers		48 Months		36 Months		60 months			
		Prints Per Minute		45		45		45	
16M0258 - Lexmark XS652de									
		Volume:		CPP Cost		CPP Cost		CPP Cost	
BASE	Low (5,000 - 7,499)	\$ 0.022310		\$ 0.024040		\$ 0.021070			
	Medium (8,750 - 9,999)	\$ 0.019560		\$ 0.020720		\$ 0.018740			
	High (10,000 - 15,500)	\$ 0.018190		\$ 0.019060		\$ 0.017570			
Includes all supplies, service, and parts. Paper is not included.		Item	Additonal CPP Cost	Standard Item (v/n)	Additonal CPP Cost	Standard Item (v/n)	Additonal CPP Cost	Standard Item (v/n)	
		Paper Tray 1	included	Y	included	Y	included	Y	
Low volume based on 5000 minimum monthly pages		Paper Tray 2	\$ 0.000890	n	\$ 0.001070	n	\$ 0.000750	n	
Med volume based on 7500 minimum monthly		Paper Tray 3		n		n		n	
High volume based on 10000 minimum monthly		Paper Tray 4		n		n		n	
		Network	included	Y	included	Y	included	Y	
		Memory 256MB	included	Y	included	Y	included	Y	
		Options:							
Overage B/W CPC		\$ 0.01407		\$ 0.01407		\$ 0.01407			

12PSX0026 Price Schedule

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Base Equipment	21.2%, 35S5700, LEXMARK MX310dn Mono Laser MFP - 30ppm	26.7%, 13C1266, LEXMARK XS463de Mono Laser MFP - 40ppm	47.7%, 35S5705, LEXMARK XM1145 Mono Laser MFP - 45ppm
Options (Accessories)	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation
Options (Accessories)	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	22.8%, 35S0267, MS310,MS410,MS510,MS610, MX310,MX410,MX510,MX511, MX610, MX611 250-Sheet Tray
Options (Accessories)	22.8%, 35S0267, MS310,MS410,MS510,MS610, MX310,MX410,MX510,MX511, MX610, MX611 250-Sheet Tray	60.6%, 1022301, 512MB DDR-DRAM 100Pin (Replaces KTM1523/512)	23.0%, 35S0567, MS310,MS410,MS510,MS610, MX310,MX410,MX510,MX511, MX610, MX611 550-Sheet Tray
Options (Accessories)	23.0%, 35S0567, MS310,MS410,MS510,MS610, MX310,MX410,MX510,MX511, MX610, MX611 550-Sheet Tray	27.4%, 14F0040, Lexmark MarkNet N8150 802.11g Wireless Print Server (XS463/X466 Only)	23.0%, 35S8000, MX610 Series Stapler Option
Options (Accessories)	23.0%, 35S8000, MX610 Series Stapler Option	62.9%, 37X5125, Marknet 8110-v.34 Fax Card (XS463de Only)	23.0%, 3073173, Swivel Cabinet
Options (Accessories)	23.0%, 3073173, Swivel Cabinet	67.2%, 14F0102, Lexmark 80+GB Hard Disk (XS463de Only)	23.0%, 35S8502, Adjustable Printer Stand
Options (Accessories)	23.0%, 35S8502, Adjustable Printer Stand	30.7%, 34S0250, 250 Sheet Drawer w/Tray	51.4%, 27X0210, Lexmark 160GB Hard Drive

12PSX0026 Price Schedule

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Options (Accessories)	51.4%, 27X0210, Lexmark 160GB Hard Drive	30.6%, 34S0550, 550 Sheet Drawer w/Tray	
	Cost Per Print	Cost Per Print	Cost Per Print

12PSX0026 Price Schedule

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Base Equipment	23.0%, 28C0550, LEXMARK CX310dn Color MFP - 25ppm	25.0%, 28D0550, LEXMARK CX410de Color MFP - 32ppm	25.3%, 47B0005, LEXMARK CS796de Color Laser Printer - 50ppm
Options (Accessories)	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation
Options (Accessories)	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS
Options (Accessories)	CS410, CS510, CX310, CX410, CX510 650-Sheet Duo Tray	CS410, CS510, CX310, CX410, CX510 650-Sheet Duo Tray	23.0%, 47B0110, Lexmark C79x, X79x 550-Sheet Drawer
Options (Accessories)	23.0%, 3073173, Swivel Cabinet	22.5%, 38C0636, CS410, CS510, CX410, CX510 550- Sheet Tray	23.0%, 47B0111, Lexmark C79x, X79x 2000-Sheet High Capacity Feeder
Options (Accessories)	23.0%, 35S8502, Adjustable Printer Stand	23.0%, 3073173, Swivel Cabinet	23.0%, 47B0113, Lexmark C79x, X79x Banner Media Tray
Options (Accessories)	0.0%, ,	23.0%, 35S8502, Adjustable Printer Stand	22.9%, 47B1100, Lexmark C79x, X79x Staple Finisher
Options (Accessories)			22.9%, 47B1101, Lexmark C79x, X79x 5-Bin Mailbox
Options (Accessories)			22.9%, 47B1102, Lexmark C79x, X79x High Capacity Output Stacker
Options (Accessories)			22.9%, 47B1103, Lexmark C79x, X79x Staple Finisher with Hole Punch
Options (Accessories)			45.5%, AX16791037/1, Axiom 512MB DDR-DRAM 200 Pin

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Options (Accessories)			23.0%, 14F0245, Lexmark 256MB Flash Card
Options (Accessories)			MarkNet N8250 802.11b/g/n Wireless Print Server (US/Americas)
Options (Accessories)			23.0%, 47B0114, C79x, X79x Caster Base
Options (Accessories)			22.7%, 47B0112, C79x, X79x Spacer
	Cost Per Print	Cost Per Print	Cost Per Print

12PSX0026 Price Schedule

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Base Equipment	6.8%, CE841A#BGJ, HP LASERJET M1212NF MFP	18.5%, CF278A#BGJ, HP LASERJET PRO 400 M401dn	18.6%, CE992A#BGJ, HP LASERJET ENTERPRISE 600 M602DN
Options (Accessories)	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation
Options (Accessories)	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS
Options (Accessories)		18.7%, CF284A, HP LaserJet 500-Sheet Feeder/Tray	18.3%, CE998A, HP LaserJet 500-sheet Input Tray Feeder
Options (Accessories)			18.4%, CE398A, HP LaserJet 1500-sheet High Capacity Input Tray Feeder
Options (Accessories)			0.0%, CB527A, HP LaserJet Custom Media Cassette
Options (Accessories)			18.3%, CF062A, HP LaserJet Automatic Duplexer for Two-sided
Options (Accessories)			18.4%, CE997A, HP LaserJet 500-sheet 5-bin Mailbox
Options (Accessories)			18.3%, CE399A, HP LaserJet 75-sheet Envelope Feeder
Options (Accessories)			18.6%, CE404A, HP LaserJet 500-sheet Stacker
Options (Accessories)			18.3%, CE405A, HP LaserJet 500-sheet Stapler/Stacker

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Options (Accessories)			5.3%, CB525A, Printer Stand
Options (Accessories)			34.3%, CE483A, HP 512 MB 144-pin x32 DDR2 DIMM
	Cost Per Print	Cost Per Print	Cost Per Print

12PSX0026 Price Schedule

Printers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Base Equipment	14.4%, CE903A#BGJ, HP LASERJET PRO 300 COLOR MFP M375NW	17.9%, CF082A#BGJ, HP LASERJET ENTERPRISE 500 COLOR M551DN	19.8%, CC494A#BGJ, HP COLOR LASERJET ENTERPRISE CP4525DN
Options (Accessories)	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation	\$115.00, Installation, Professional Installation
Options (Accessories)	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS	61.3%, MFP-1, Desktop Product Power Protector; 120V - 15 AMPS
Options (Accessories)		18.5%, CF084A, HP Color LaserJet 500-sheet Paper and Heavy Media Tray	34.3%, CE467A, DDR2 DIMM (200-pin): 512 MB
Options (Accessories)		34.3%, CC411A, DDR2 DIMM (200-pin): 512 MB	9.4%, J8019A, HP High-Performance Secure EIO Hard Disk
Options (Accessories)		12.5%, CC497A, HP Postcard Media Insert Tray for CP4525	10.2%, CC423A, HP 3 X 500 Sheet Paper Feeder and Stand
Options (Accessories)		18.5%, CE522A, HP 500-Sheet Input Tray FOR CM3530	10.3%, CC422A, HP 500 Sheet Paper Feeder and Cabinet
Options (Accessories)		10.1%, J7972G, HP 1284B Parallel Card	12.5%, CC497A, HP Postcard Media Insert Tray for CP4525
Options (Accessories)		9.4%, J8019A, HP High-Performance Secure EIO Hard Disk	
	Cost Per Print	Cost Per Print	Cost Per Print

Toshiba Fax Machines Percentage off Manufacturer's List Price			
Prints Per Minute	13-22	23-45	45+
Base Equipment (e-STUDIO170F)	60%		
500 Sheet Cassette (MY1025)	71%		
Handset (GJ1110)	71%		
Desktop Product Power Protector; 120V - 15 AMPS (MFP-1)	61%		
Power Doctor (PD-2)	43%		
Power Manager 15Amp (PM-15)	51%		
Stand (STAND120T)	N/A		
Five User Version with OCR (IV2005)	67%		
Upgrade from 5 to 10 User with OCR (IV2005-10)	36%		
Upgrade from 10 to 25 User with OCR (IV2010-25)	36%		
Upgrade from 25 to 50 User with OCR (IV2025-50)	35%		
Upgrade from 50 to 100 User with OCR (IV2050-100)	35%		
Upgrade from 100 to 150 User with OCR (IV2100-150)	35%		

12PSX0026 Price Schedule

Toshiba Fax Machines Percentage off Manufacturer's List Price			
Prints Per Minute	13-22	23-45	45+
Upgrade from 150 to 250 User with OCR (IV2150-250)	36%		
Upgrade from 250 to 500 User with OCR (IV2250-500)	42%		
Additional Device License (1) (IV2DEVLIC1)	45%		
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Toner Kit (ZT170F): \$105 Drum Kit (OD170F): \$63		
Maintenance (Includes all service, and parts)	Optional Extended Maintenance: 9 Months (\$112), YR 2 (\$165), YR 3 (\$181)		
Base Equipment (e-STUDIO191F)	59%		
2nd Cassette (KD1030)	60%		
33.6 2nd Line Fax (GD1310)	62%		
Handset (GJ1170)	50%		
Desktop Product Power Protector; 120V - 15 AMPS (MFP-1)	61%		
Power Doctor (PD-2)	43%		

Toshiba Fax Machines Percentage off Manufacturer's List Price			
Prints Per Minute	13-22	23-45	45+
Power Manager 15Amp (PM-15)	51%		
Five User Version with OCR (IV2005)	67%		
Upgrade from 5 to 10 User with OCR (IV2005-10)	36%		
Upgrade from 10 to 25 User with OCR (IV2010-25)	36%		
Upgrade from 25 to 50 User with OCR (IV2025-50)	35%		
Upgrade from 50 to 100 User with OCR (IV2050-100)	35%		
Upgrade from 100 to 150 User with OCR (IV2100-150)	35%		
Upgrade from 150 to 250 User with OCR (IV2150-250)	36%		
Upgrade from 250 to 500 User with OCR (IV2250-500)	42%		
Additional Device License (1) (IV2DEVLIC1)	45%		
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)			
	Toner Kit (T1900): \$166		

Toshiba Fax Machines Percentage off Manufacturer's List Price			
Prints Per Minute	13-22	23-45	45+
Maintenance (Includes all service, and parts)	Optional Extended Maintenance: 9 Months (\$169), YR 2 (\$248), YR 3 (\$272)		

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	75.0%, e-STUDIO206L, 20 PPM Digital Copier	84.7%, e-STUDIO456, 45 PPM Digital Copier	84.6%, e-STUDIO856, 85 cpm Digital Copier
Options (Accessories)	81.2%, MR3021, 100-Sheet RADF (eS206L/256/306 Only)	81.3%, MR3022, 100-Sheet RADF (eS356/456 Only)	70.4%, MP4004, Large Capacity Feeder
Options (Accessories)	63.8%, KA1640PC, Platen Cover	63.8%, KA1640PC, Platen Cover	70.3%, MJ1027, 50 Sheet Finisher
Options (Accessories)	76.9%, MJ1032, Finisher - Inner	76.9%, MJ1032, Finisher - Inner	68.0%, MJ1028, 50 Sheet Saddle-Stitch Finisher
Options (Accessories)	66.6%, MJ1033, Finisher - Saddle Stitch	66.5%, MJ1101, Console Finisher w/ Stapling (eS356/456 Only)	76.1%, MJ1029, 100 Sheet Saddle-Stitch Finisher
Options (Accessories)	64.7%, KN2520, Bridge Kit (Required with all finishers except MJ1032)	66.6%, MJ1033, Finisher - Saddle Stitch	N/A, 6LA06850000, Exit Tray
Options (Accessories)	64.0%, MJ5004, Job Separator (eS206L/256/306 Only)	63.6%, MJ1106N, Finisher - Saddle Stitch (eS356/456 Only)	75.7%, MJ6003, HolePunch (Requires MJ1027, MJ1028 or MJ1029)
Options (Accessories)	64.2%, MJ5005, Offset Catch Tray (eS206L/256/306 Only)	64.7%, KN2520, Bridge Kit (Required with all finishers except MJ1032)	60.1%, MJ7001, Post Inserter (Requires MJ1027, MJ1028 or MJ1029)
Options (Accessories)	76.0%, MJ6007, Hole Punch for MJ1032	64.0%, MJ5006, Job Separator (eS356/456 Only)	76.2%, KN1017, Rail For Finisher
Options (Accessories)	76.0%, MJ6008, Hole Punch for MJ1033	76.0%, MJ6007, Hole Punch for MJ1032	73.5%, GQ1240, Coin Controller Harness Kit
Options (Accessories)	78.0%, KD1025, 550 Sheet Paper Feed Pedestal	76.0%, MJ6008, Hole Punch for MJ1033	43.2%, PD-2, Power Doctor

Options (Accessories)	77.9%, MY1033, 550-Sheet Drawer	78.2%, MJ6103, Hole Punch (for MJ1101 & MJ1106N)	54.8%, PM-20, Power Manager 20Amp
Options (Accessories)	76.6%, KD1026, 2000 Sheet Large Capacity Feeder	78.0%, KD1025, 550 Sheet Paper Feed Pedestal	70.1%, GN1060, Wireless 802.11g (Requires GN3010)
Options (Accessories)	61.8%, KK4550, Work Tray	77.9%, MY1033, 550-Sheet Drawer	66.7%, GN3010, Antenna
Options (Accessories)	50.0%, KK2550, Accessible Arm	76.6%, KD1026, 2000 Sheet Large Capacity Feeder	83.3%, GB1280V8, Re-Rite Software
Options (Accessories)	73.5%, GQ1180, Harness Kit for Coin Controller	61.8%, KK4550, Work Tray	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)
Options (Accessories)	43.2%, PD-2, Power Doctor	50.0%, KK2550, Accessible Arm	10.6%, 11B528-00, BarCodeJet Level IV (Incl. 36 Months Maintenance)
Options (Accessories)	51.5%, PM-15, Power Manager 15Amp	73.5%, GQ1180, Harness Kit for Coin Controller	51.0%, GB1410, e-Bridge Job Separator Utility
Options (Accessories)	70.1%, GN1060, Wireless 80211G (Requires GN3010)	43.2%, PD-2, Power Doctor	51.0%, GB1420, e-Bridge Job build (Requires PS3 Driver)
Options (Accessories)	66.7%, GN3010, Antenna	51.5%, PM-15, Power Manager 15Amp	11.4%, GB1540, OPC Connector - Google Docs
Options (Accessories)	83.3%, GB1280V8, Re-Rite Software	0.0%, STAND355/455, Stand	43.2%, GP1080, IPSEC Enabler
Options (Accessories)	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)	70.1%, GN1060, Wireless 80211G (Requires GN3010)	54.8%, GS1010, Meta Scan Enabler for e-CONNECT
Options (Accessories)	10.6%, 11B528-00, BarCodeJet Level IV (Incl. 36 Months Maintenance)	66.7%, GN3010, Antenna	80.0%, GB1450, OP Connector for Microsoft Exchange
Options (Accessories)	51.0%, GB1410, e-Bridge Job Separator Utility	83.3%, GB1280V8, Re-Rite Software	80.0%, GB1440, OP Connector for Microsoft SharePoint

Options (Accessories)	51.0%, GB1420, e-Bridge Job build (Requires PS3 Driver)	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)	30.3%, ART11236, SmartCard Reader, HID iClass
Options (Accessories)	11.4%, GB1540, OPC Connector - Google Docs	10.6%, 11B528-00, BarCodeJet Level IV (Incl. 36 Months Maintenance)	45.5%, ART11230, SmartCard Reader, HID Prox
Options (Accessories)	43.2%, GP1080, IPSEC Enabler	51.0%, GB1410, e-Bridge Job Separator Utility	24.0%, ART12161, SmartCard Reader, Inditag
Options (Accessories)	54.8%, GS1010, Meta Scan Enabler for e-CONNECT	51.0%, GB1420, e-Bridge Job build (Requires PS3 Driver)	21.6%, ART11248, SmartCard Reader, LEGIC
Options (Accessories)	80.0%, GB1450, OP Connector for Microsoft Exchange	11.4%, GB1540, OPC Connector - Google Docs	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare
Options (Accessories)	80.0%, GB1440, OP Connector for Microsoft SharePoint	43.2%, GP1080, IPSEC Enabler	50.9%, ART11242, SmartCard Reader, Multi125
Options (Accessories)	30.3%, ART11236, SmartCard Reader, HID iClass	54.8%, GS1010, Meta Scan Enabler for e-CONNECT	70.8%, GD1250NXF, Fax Board
Options (Accessories)	45.5%, ART11230, SmartCard Reader, HID Prox	80.0%, GB1450, OP Connector for Microsoft Exchange	55.3%, GD1260F, 2nd Line Fax for GD1250
Options (Accessories)	24.0%, ART12161, SmartCard Reader, Inditag	80.0%, GB1440, OP Connector for Microsoft SharePoint	, ,
Options (Accessories)	21.6%, ART11248, SmartCard Reader, LEGIC	30.3%, ART11236, SmartCard Reader, HID iClass	, ,
Options (Accessories)	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare	45.5%, ART11230, SmartCard Reader, HID Prox	, ,
Options (Accessories)	50.9%, ART11242, SmartCard Reader, Multi125	24.0%, ART12161, SmartCard Reader, Inditag	, ,

Options (Accessories)	70.8%, GD1250NXF, Fax Board	21.6%, ART11248, SmartCard Reader, LEGIC	, ,
Options (Accessories)	55.3%, GD1260F, 2nd Line Fax for GD1250NXF	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare	, ,
Options (Accessories)	, ,	50.9%, ART11242, SmartCard Reader, Multi125	, ,
Options (Accessories)	, ,	70.8%, GD1250NXF, Fax Board	, ,
Options (Accessories)	, ,	55.3%, GD1260F, 2nd Line Fax for GD1250NXF	, ,
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	B/W Rate 0.00740 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.0050 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.0290 (Maintenance, Service, Supplies, Parts included)

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	68.4%, e-STUDIO2555C, 25PPM Color 25PPM BK Copier	79.8%, e-STUDIO4555C, 45PPM Color 45PPM BK Copier	77.9%, e-STUDIO6540CT, 65 PPM Color Copier Tandem LCF Version
Options (Accessories)	81.2%, MR3021, RADF for e-STUDIO2040C/2540C/3040 C	81.3%, MR3022, RADF for e-STUDIO3540C/4540C	32.8%, KA6550, Side Exit Tray
Options (Accessories)	62.3%, KA3511, Platen Cover	62.3%, KA3511, Platen Cover	63.4%, MP2501, 2500 Sheet Large Capacity Feeder
Options (Accessories)	74.8%, MJ1031, Hanging Finisher	74.8%, MJ1031, Hanging Finisher	69.6%, MJ1103, 50 Sheet Stapling Finisher
Options (Accessories)	66.5%, MJ1101, Console Finisher w/ Stapling	66.5%, MJ1101, Console Finisher w/ Stapling	64.8%, MJ1104, Saddle Stitch Finisher
Options (Accessories)	63.6%, MJ1106N, Finisher - Multiposition with Saddle Stitch	63.6%, MJ1106N, Finisher - Multiposition with Saddle Stitch	74.5%, MJ6102, Hole Punch Unit for MJ1103 & MJ1104
Options (Accessories)	67.6%, KN4530, Bridge Kit (Required with MJ1031, MJ1101 or MJ1106)	67.6%, KN4530, Bridge Kit (Required with MJ1031, MJ1101 or MJ1106)	79.8%, KN1103, Finisher Rail
Options (Accessories)	78.2%, MJ6103, Hole Punch (For MJ1101 and MJ1106)	78.2%, MJ6103, Hole Punch (For MJ1101 and MJ1106)	43.2%, PD-2, Power Doctor
Options (Accessories)	78.0%, KD1027, 550 Sheet Paper Feed Pedestal	78.0%, KD1027, 550 Sheet Paper Feed Pedestal	54.8%, PM-20, Power Manager 20Amp
Options (Accessories)	75.4%, MY1035, 550 Sheet Drawer for KD1027	75.4%, MY1035, 550 Sheet Drawer for KD1027	40.9%, GA1310EX, EFI Fiery Controller for e-STUDIO6530c Series
Options (Accessories)	78.5%, KD1028, 2500 Sheet Large Capacity Feeder	78.5%, KD1028, 2500 Sheet Large Capacity Feeder	61.9%, GC1230, 512MB Module Memory Module

Options (Accessories)	61.8%, KK3511, Work Tray	61.8%, KK3511, Work Tray	40.3%, 3000003475, EFI Color Profiler Suite V3.0 with ES-1000
Options (Accessories)	49.4%, GQ1110, Coin Controller Wiring Harness	49.4%, GQ1110, Coin Controller Wiring Harness	30.9%, 45060178, ES-1000, Spectrophotometer UV cut
Options (Accessories)	43.2%, PD-2, Power Doctor	43.2%, PD-2, Power Doctor	34.5%, 45062251, EFI Secure Erase Dongle for GA1211/GA1310
Options (Accessories)	51.5%, PM-15, Power Manager 15Amp	51.5%, PM-15, Power Manager 15Amp	34.5%, 45081528, EFI Spot-on for GA1211/GA1310
Options (Accessories)	56.3%, GA1211EX, EFI Controller for e-STUDIO4540c Series	0.0%, Stand4540, Stand	34.5%, 45062253, EFI Auto Trap Dongle for GA1211/GA1310
Options (Accessories)	61.9%, GC1230, 512MB Module Memory Module for GA1211/GA1310	56.3%, GA1211EX, EFI Controller for e-STUDIO4540c Series	34.5%, 45062252, Hot Folders for GA1211/GA1310
Options (Accessories)	70.1%, GN1060, Wireless 80211G	61.9%, GC1230, 512MB Module Memory Module for GA1211/GA1310	36.8%, 45086307, EFI Sequence Impose for GA1211EX/GA1310EX
Options (Accessories)	68.9%, GN2010, Bluetooth MOD (Requires GN3010)	70.1%, GN1060, Wireless 80211G	41.8%, 45051480, EFI Desktop Pro
Options (Accessories)	66.7%, GN3010, Antenna	68.9%, GN2010, Bluetooth MOD (Requires GN3010)	70.1%, GN1060, Wireless 80211G
Options (Accessories)	83.3%, GB1280V8, Re-Rite Software	66.7%, GN3010, Antenna	68.9%, GN2010, Bluetooth MOD (Requires GN3010)
Options (Accessories)	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)	83.3%, GB1280V8, Re-Rite Software	66.7%, GN3010, Antenna
Options (Accessories)	54.8%, GS1010, Metascan Enabler	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)	83.3%, GB1280V8, Re-Rite Software
Options (Accessories)	80.0%, GB1440, OP Connector for Microsoft SharePoint	54.8%, GS1010, Metascan Enabler	N/A, RRSSC-1, Certificate, Support for Re-Rite (1 Year)

Options (Accessories)	80.0%, GB1450, OP Connector for Microsoft Exchange	80.0%, GB1440, OP Connector for Microsoft SharePoint	54.8%, GS1010, Metascan Enabler
Options (Accessories)	11.4%, GB1540, OPC Connector - Google Docs	80.0%, GB1450, OP Connector for Microsoft Exchange	51.0%, GB1410, e-Bridge Job Separator Utility
Options (Accessories)	40.3%, 3000003475, EFI Color Profiler Suite V3.0 with ES-1000	11.4%, GB1540, OPC Connector - Google Docs	51.0%, GB1420, e-Bridge Job build (Requires PS3 Driver)
Options (Accessories)	34.5%, 45062251, EFI Secure Erase Dongle for GA1211/GA1310	40.3%, 3000003475, EFI Color Profiler Suite V3.0 with ES-1000	80.0%, GB1440, OP Connector for Microsoft SharePoint
Options (Accessories)	34.5%, 45081528, EFI Spot-on for GA1211/GA1310	34.5%, 45062251, EFI Secure Erase Dongle for GA1211/GA1310	80.0%, GB1450, OP Connector for Microsoft Exchange
Options (Accessories)	34.5%, 45062253, EFI Auto Trap Dongle for GA1211/GA1310	34.5%, 45081528, EFI Spot-on for GA1211/GA1310	11.4%, GB1540, OPC Connector - Google Docs
Options (Accessories)	34.5%, 45062252, Hot Folders for GA1211/GA1310	34.5%, 45062253, EFI Auto Trap Dongle for GA1211/GA1310	43.2%, GP1080, IPSEC Enabler
Options (Accessories)	36.8%, 45086307, EFI Sequence Impose for GA1211EX/GA1310EX	34.5%, 45062252, Hot Folders for GA1211/GA1310	68.7%, GQ1200, Coin Controller Wiring Harness
Options (Accessories)	41.8%, 45051480, EFI Desktop Pro	36.8%, 45086307, EFI Sequence Impose for GA1211EX/GA1310EX	30.3%, ART11236, SmartCard Reader, HID iClass
Options (Accessories)	43.2%, GP1080, IPSEC Enabler	41.8%, 45051480, EFI Desktop Pro	45.5%, ART11230, SmartCard Reader, HID Prox
Options (Accessories)	30.3%, ART11236, SmartCard Reader, HID iClass	43.2%, GP1080, IPSEC Enabler	24.0%, ART12161, SmartCard Reader, Inditag
Options (Accessories)	45.5%, ART11230, SmartCard Reader, HID Prox	30.3%, ART11236, SmartCard Reader, HID iClass	21.6%, ART11248, SmartCard Reader, LEGIC

Options (Accessories)	24.0%, ART12161, SmartCard Reader, Inditag	45.5%, ART11230, SmartCard Reader, HID Prox	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare
Options (Accessories)	21.6%, ART11248, SmartCard Reader, LEGIC	24.0%, ART12161, SmartCard Reader, Inditag	50.9%, ART11242, SmartCard Reader, Multi125
Options (Accessories)	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare	21.6%, ART11248, SmartCard Reader, LEGIC	70.8%, GD1270NXF, Fax Board (110 Volts)
Options (Accessories)	50.9%, ART11242, SmartCard Reader, Multi125	45.5%, ART12443, SmartCard Reader, Multi ISO/Mifare	55.3%, GD1260F, 2ND Line Fax
Options (Accessories)	70.8%, GD1250NXF, Fax Board	50.9%, ART11242, SmartCard Reader, Multi125	, ,
Options (Accessories)	55.3%, GD1260F, 2ND Line Fax	70.8%, GD1250NXF, Fax Board	, ,
Options (Accessories)	, ,	55.3%, GD1260F, 2ND Line Fax	, ,
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	0.0435 CLR/0.00720 BW (Maintenance, Service, Supplies, Parts included)	0.03040 CLR/0.00560 BW (Maintenance, Service, Supplies, Parts included)	0.02110 CLR/0.00420 BW (Maintenance, Service, Supplies, Parts included)

PaperCut-MF Pricing
- COMMERCIAL -

Part #	USERS	MSRP	St of CT
11PCMFC-25	USERS (UP TO 25)	\$ 600.00	\$ 540.00
11PCMFC-50	USERS (UP TO 50)	\$ 723.00	\$ 651.00
11PCMFC-75	USERS (UP TO 75)	\$ 831.00	\$ 748.00
11PCMFC-100	USERS (UP TO 100)	\$ 939.00	\$ 845.00
11PCMFC-150	USERS (UP TO 150)	\$ 1,156.00	\$ 1,040.00
11PCMFC-200	USERS (UP TO 200)	\$ 1,262.00	\$ 1,136.00
11PCMFC-250	USERS (UP TO 250)	\$ 1,368.00	\$ 1,231.00
11PCMFC-300	USERS (UP TO 300)	\$ 1,475.00	\$ 1,328.00
11PCMFC-350	USERS (UP TO 350)	\$ 1,580.00	\$ 1,422.00
11PCMFC-400	USERS (UP TO 400)	\$ 1,687.00	\$ 1,518.00
11PCMFC-450	USERS (UP TO 450)	\$ 1,793.00	\$ 1,614.00
11PCMFC-500	USERS (UP TO 500)	\$ 1,900.00	\$ 1,710.00
11PCMFC-1000	USERS (UP TO 1000)	\$ 2,962.00	\$ 2,666.00
11PCMFC-1500	USERS (UP TO 1500)	\$ 4,024.00	\$ 3,622.00
11PCMFC-2000	USERS (UP TO 2000)	\$ 5,085.00	\$ 4,577.00
11PCMFC-2500	USERS (UP TO 2500)	\$ 6,147.00	\$ 5,532.00
11PCMFC-QTY	PC-MF COM - IF GREATER THAN 2500, CONTACT ACDI	TBD	TBD
11PCMFC-ADD	ADDITIONAL USERS TO EXISTING LICENSE	TBD	TBD

USER COST WHEN UPGRADING FROM NG TO MF

PART #	USERS	MSRP	St of CT
11MFC-25-N2M	USERS (UP TO 25) UPGRADE FROM PAPER CUT NG TO MF	\$ 300.00	\$ 270.00
11MFC-50-N2M	USERS (UP TO 50) UPGRADE FROM PAPER CUT NG TO MF	\$ 362.00	\$ 326.00
11MFC-75-N2M	USERS (UP TO 75) UPGRADE FROM PAPER CUT NG TO MF	\$ 416.00	\$ 374.00
11MFC-100-N2M	USERS (UP TO 100) UPGRADE FROM PAPER CUT NG TO MF	\$ 470.00	\$ 423.00
11MFC-150-N2M	USERS (UP TO 150) UPGRADE FROM PAPER CUT NG TO MF	\$ 578.00	\$ 520.00
11MFC-200-N2M	USERS (UP TO 200) UPGRADE FROM PAPER CUT NG TO MF	\$ 632.00	\$ 569.00
11MFC-250-N2M	USERS (UP TO 250) UPGRADE FROM PAPER CUT NG TO MF	\$ 684.00	\$ 616.00
11MFC-300-N2M	USERS (UP TO 300) UPGRADE FROM PAPER CUT NG TO MF	\$ 738.00	\$ 664.00
11MFC-350-N2M	USERS (UP TO 350) UPGRADE FROM PAPER CUT NG TO MF	\$ 790.00	\$ 711.00
11MFC-400-N2M	USERS (UP TO 400) UPGRADE FROM PAPER CUT NG TO MF	\$ 844.00	\$ 760.00
11MFC-450-N2M	USERS (UP TO 450) UPGRADE FROM PAPER CUT NG TO MF	\$ 897.00	\$ 807.00
11MFC-500-N2M	USERS (UP TO 500) UPGRADE FROM PAPER CUT NG TO MF	\$ 950.00	\$ 855.00
11MFC-1000-N2M	USERS (UP TO 1000) UPGRADE FROM PAPER CUT NG TO MF	\$ 1,481.00	\$ 1,333.00
11MFC-1500-N2M	USERS (UP TO 1500) UPGRADE FROM PAPER CUT NG TO MF	\$ 2,012.00	\$ 1,811.00
11MFC-2000-N2M	USERS (UP TO 2000) UPGRADE FROM PAPER CUT NG TO MF	\$ 2,543.00	\$ 2,289.00
11MFC-2500-N2M	USERS (UP TO 2500) UPGRADE FROM PAPER CUT NG TO MF	\$ 3,074.00	\$ 2,767.00

OPTIONAL LICENSES

Part #	OPTIONAL ITEMS	MSRP	St of CT
11PC-ARS	ADDITIONAL RELEASE STATIONS (50% DISCOUNT AFTER FIRST 10)	\$ 205.00	\$ 185.00
11PC-ARS-VOL	DISCOUNTED ADDITIONAL RELEASE STATIONS, DISCOUNT GIVEN ON PURCHASES OF 11 OR MORE LICENSES	\$ 102.50	\$ 92.00
11PC-AC	ADVANCED CLIENT (50% DISCOUNT AFTER FIRST 100)	\$ 11.11	\$ 10.00
11PC-AC-VOL	DISCOUNTED ADVANCED CLIENT, DISCOUNT GIVEN ON PURCHASES OF 105 OR MORE LICENSES	\$ 5.56	\$ 5.00
11PC-DEV	DEVELOPER CONSULTING (PER HOUR)	\$ 170.00	\$ 153.00
11PC-WIDGET-COM	PAPER-LESS ENVIRONMENTAL IMPACT WIDGET (PER USER PRICE)	\$ 1.10	\$ 1.00

HARDWARE CONNECTION LICENSES

Part #	HARDWARE CONNECTION LICENSES (sold in 5-packs)	MSRP	St of CT
11PC-CPAD_HWLIC	CARTARDIS CPAD	\$ 328.00	\$ 295.00
11PC-CPAD-VOL	DISCOUNTED CPAD CONNECTION LICENSE, DISCOUNT GIVEN ON PURCHASES OF 5 OR MORE LICENSES	\$ 164.00	\$ 148.00
11PC-COPIC_HWLIC	CARTARDIS COPICODE-IP	\$ 328.00	\$ 295.00
11PC-COPI-HWVOL	DISCOUNTED COPICODE-IP CONNECTION LICENSE, DISCOUNT GIVEN ON PURCHASES OF 5 OR MORE LICENSES	\$ 164.00	\$ 148.00
11PC-VCC_HWLIC	VCC	\$ 328.00	\$ 295.00
11PC-VCC-VOL	DISCOUNTED VCC CONNECTION LICENSE, DISCOUNT GIVEN ON PURCHASES OF 5 OR MORE LICENSES	\$ 164.00	\$ 148.00
11PC-FR-XYZ	FAST RELEASE NETWORK CARD READER	\$ 165.00	\$ 149.00
11PC-FR-VOL	DISCOUNTED FAST RELEASE READER, DISCOUNT GIVEN ON PURCHASES OF 5 OR MORE LICENSES	\$ 82.50	\$ 74.00
11PC-M31_HWLIC	M31 MAESTRO	\$ 328.00	\$ 295.00
11PC-M31-VOL	DISCOUNTED M31 MAESTRO CONNECTION LICENSE, DISCOUNT GIVEN ON PURCHASES OF 5 OR MORE LICENSES	\$ 164.00	\$ 148.00

EMBEDDED LICENSES (each product must be purchased to achieve tiered pricing)

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-TOSHEB	TOSHIBA ON-BOARD EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-TOSHEB-20	TOSHIBA ON-BOARD EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-TOSHEB-50	TOSHIBA ON-BOARD EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-TOSHEB-100	TOSHIBA ON-BOARD EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-TOSHEB-QTY	TOSHIBA ON-BOARD EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-LXMKEB-C	LEXMARK MFP/COPIER (LESF) EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-LXMKEB-C-20	LEXMARK MFP/COPIER (LESF) EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-LXMKEB-C-50	LEXMARK MFP/COPIER (LESF) EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-LXMKEB-C-100	LEXMARK MFP/COPIER (LESF) EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-LXMKEB-C-QTY	LEXMARK MFP/COPIER (LESF) EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-LXMKEB-P	LEXMARK PRINTER-ONLY (SUPPORTING LESF 2.1 -E.G. T654DN, T656DNE), 1-10	\$ 211.00	\$ 190.00

TOSHIBA

Leading Innovation >>>

11-20	11PC-LXMKEB-P-20	LEXMARK PRINTER-ONLY (SUPPORTING LESF 2.1 -E.G. T654DN, T656DNE), 11-20	\$ 190.00	\$ 171.00
21-50	11PC-LXMKEB-P-50	LEXMARK PRINTER-ONLY (SUPPORTING LESF 2.1 -E.G. T654DN, T656DNE), 21-50	\$ 148.00	\$ 133.00
51-100	11PC-LXMKEB-P-100	LEXMARK PRINTER-ONLY (SUPPORTING LESF 2.1 -E.G. T654DN, T656DNE), 51-100	\$ 106.00	\$ 95.00
100+	11PC-LXMKEB-P-QTY	LEXMARK PRINTER-ONLY (SUPPORTING LESF 2.1 -E.G. T654DN, T656DNE), 101+	\$ 95.00	\$ 86.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-KMEB	KONICA MINOLTA EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-KMEB-20	KONICA MINOLTA EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-KMEB-50	KONICA MINOLTA EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-KMEB-100	KONICA MINOLTA EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-KMEB-QTY	KONICA MINOLTA EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-HPEB	HP (CHAI SOE DSE) EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-HPEB-20	HP (CHAI SOE DSE) EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-HPEB-50	HP (CHAI SOE DSE) EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-HPEB-100	HP (CHAI SOE DSE) EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-HPEB-QTY	HP (CHAI SOE DSE) EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-KYOEB	KYOCERA (HYPAS) EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-KYOEB-20	KYOCERA (HYPAS) EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-KYOEB-50	KYOCERA (HYPAS) EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-KYOEB-100	KYOCERA (HYPAS) EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-KYOEB-QTY	KYOCERA (HYPAS) EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-RICOHEB	RICOH ESA EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-RICOHEB-20	RICOH ESA EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-RICOHEB-50	RICOH ESA EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-RICOHEB-100	RICOH ESA EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-RICOHEB-QTY	RICOH ESA EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-SAMEB	SAMSUNG (XOA) EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-SAMEB-20	SAMSUNG (XOA) EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-SAMEB-50	SAMSUNG (XOA) EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-SAMEB-100	SAMSUNG (XOA) EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-SAMEB-QTY	SAMSUNG (XOA) EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-SHARPEB	SHARP OSA EMBEDDED LICENSE(S), 1-10	\$ 373.00	\$ 336.00
11-20	11PC-SHARPEB-20	SHARP OSA EMBEDDED LICENSE(S), 11-20	\$ 335.00	\$ 302.00
21-50	11PC-SHARPEB-50	SHARP OSA EMBEDDED LICENSE(S), 21-50	\$ 261.00	\$ 235.00
51-100	11PC-SHARPEB-100	SHARP OSA EMBEDDED LICENSE(S), 51-100	\$ 186.00	\$ 167.00
100+	11PC-SHARPEB-QTY	SHARP OSA EMBEDDED LICENSE(S), 101+	\$ 168.00	\$ 151.00

Qty	Part #	DESCRIPTION	MSRP	St of CT
1-10	11PC-XEROXEB	XEROX EMBEDDED LICENSE(S), 1-10	\$ 300.00	\$ 270.00
11-20	11PC-XEROXEB-20	XEROX EMBEDDED LICENSE(S), 11-20	\$ 270.00	\$ 243.00
21-50	11PC-XEROXEB-50	XEROX EMBEDDED LICENSE(S), 21-50	\$ 210.00	\$ 189.00
51-100	11PC-XEROXEB-100	XEROX EMBEDDED LICENSE(S), 51-100	\$ 150.00	\$ 135.00
100+	11PC-XEROXEB-QTY	XEROX EMBEDDED LICENSE(S), 101+	\$ 135.00	\$ 122.00

HARDWARE PAYMENT GATEWAY CONNECTION LICENSES (50% discount after first license of each type)

Part #	HARDWARE PAYMENT GATEWAY CONNECTION LICENSES	MSRP	St of CT
11PC-CONNECT	PAPERCT PAY STATION WITH ACDI'S PAYMENT DEVICE	\$ 550.00	\$ 495.00
11PC-CONN-VOL	DISCOUNTED PC PAY STATION WITH ACDI DEVICE, ON 2 OR MORE LICENSES	\$ 275.00	\$ 248.00
11PC-COPIC_PAYLIC	CARTARDIS COPICODE-IP CASH LOADER	\$ 550.00	\$ 495.00
11PC-COPIC-VOL	DISCOUNTED CARTARDIS COPICODE-IP CASH LOADER, ON 2 OR MORE LICENSES	\$ 275.00	\$ 248.00
11PC-ITC/GTS_PAYLIC	ITS/GTS-02 KIOSK PAY STATION	\$ 550.00	\$ 495.00
11PC-ITC/GTSVOL	DISCOUNTED ITS/GTS-02 KIOSK PAY STATION, ON 2 OR MORE LICENSES	\$ 275.00	\$ 248.00
11PC-MONWA_PAYLIC	MONWA KIOSK PAY STATION	\$ 550.00	\$ 495.00
11PC-MONWA-VOL	DISCOUNTED MONWA KIOSK PAY STATION, ON 2 OR MORE LICENSES	\$ 275.00	\$ 248.00
11PC-VCA_PAYLIC	VIRTUAL CASH ACCEPTOR	\$ 550.00	\$ 495.00
11PC-VCA-VOL	DISCOUNTED VIRTUAL CASH ACCEPTOR, ON 2 OR MORE LICENSES	\$ 275.00	\$ 248.00

ONLINE PAYMENT GATEWAY LICENSE

Part #	ONLINE PAYMENT GATEWAY LICENSES	MSRP	St of CT
GW-PPWSPS	PAYPAL WEBSITE PAYMENTS STANDARD	\$ 550.00	\$ 495.00
GW-PP-PFL	PAYPAL PAYFLOW LINK	\$ 550.00	\$ 495.00
GW-AUTH.NET	AUTHORIZE.NET	\$ 550.00	\$ 495.00
GW-BARCLAYCARD	BARCLAYCARD	\$ 835.00	\$ 752.00
GW-BLACKBOARD	BLACKBOARD	\$ 5,555.00	\$ 5,000.00
GW-CARDSMITH	CARDSMITH	\$ 835.00	\$ 752.00
GW-CBORDODYSSEY	CBORD ODYSSEY (PRE-5.2)	\$ 5,555.00	\$ 5,000.00
GW-CBORDCSGOLD	CBORD CS GOLD	\$ 5,555.00	\$ 5,000.00
GW-CWEALTHBANK	COMMONWEALTH BANK COMMWEB	\$ 835.00	\$ 752.00
GW-CYBERSOURCE	CYBERSOURCE	\$ 835.00	\$ 752.00
GW-MONERIS	MONERIS	\$ 835.00	\$ 752.00
GW-MYSACCT	MY STUDENT ACCOUNT	\$ 550.00	\$ 495.00
GW-NELNET	NELNET	\$ 835.00	\$ 752.00

GW-NUVISION	NUVISION	\$ 1,111.00	\$ 1,000.00
GW-RBSWORLDPAY	RBS WORLDPAY	\$ 550.00	\$ 495.00
GW-REALEXRR	REALEX REALAUTH REDIRECT	\$ 835.00	\$ 752.00
GW-TOUCHNET	TOUCHNET	\$ 1,111.00	\$ 1,000.00
GW-TRANSFPG	TRANSACTION FILE PAYMENT GATEWAY	\$ 550.00	\$ 495.00
GW-PCEAAP	PAPER CUT EXTERNAL ACCOUNT API GATEWAY	\$ 550.00	\$ 495.00

ANNUAL PROSERVICES or UPGRADE ASSURANCE (% of Cost)

One or the other must be purchased with every PaperCut MF order

PROSERVICES			
(Includes upgrades, annual support via phone, email, and/or pc remote assistance from ACDI's PaperCut Support Help Desk, centrally located in US)			
Part #		MSRP	St of CT
PROSERVICES-MIN	MINIMUM REQUIRED ON ALL ORDERS	\$ 490.00	\$ 441.00
PROSERVICES-1	% OF TOTAL SOFTWARE VALUE	\$ 0.30	\$ 0.30
PROSERVICES-2	YEARS 1 & 2	\$ 0.56	\$ 0.56
PROSERVICES-3	YEARS 1,2, & 3	\$ 0.69	\$ 0.69
PROSERVICES-4	YEARS 1,2,3, & 4	\$ 0.88	\$ 0.88
PROSERVICES-5	YEARS 1,2,3,4, & 5	\$ 1.05	\$ 1.05

To calculate ProServices multiply the cost of the software sale by the cost associated with the number of years desired. If the total value per year is less than the minimum value required, use ProServices-min and put the quantity as the number of years you want the service for.

*MSRP: 30% of the total MSRP software sale for one year, 56% for two, 69% for three, 88% for four, and 105% for five.
Dealer cost: 30% of the total Dealer software sale for one year, 56% for two, 69% for three, 88% for four, and 105% for five.
Software sale does not include PC remote, onsite installation or developer consulting*

UPGRADE ASSURANCE			
(Includes upgrades, annual support from PaperCut via support@papercut.com)			
Part #		MSRP	St of CT
UGASSURANCE-MIN	MINIMUM REQUIRED ON ALL ORDERS	\$ 278.00	\$ 250.00
UGASSURANCE-1	UPGRADE ASSURANCE, % OF TOTAL SOFTWARE VALUE	\$ 0.20	\$ 0.20
UGASSURANCE-2	UPGRADE ASSURANCE, YEARS 1 & 2	\$ 0.35	\$ 0.35
UGASSURANCE-3	UPGRADE ASSURANCE, YEARS 1,2, & 3	\$ 0.45	\$ 0.45
UGASSURANCE-4	UPGRADE ASSURANCE, YEARS 1,2,3, & 4	\$ 0.55	\$ 0.55
UGASSURANCE-5	UPGRADE ASSURANCE, YEARS 1,2,3,4, & 5	\$ 0.60	\$ 0.60

To calculate UGAssurance multiply the cost of the software sale by the cost associated with the number of years desired. If the total value per year is less than the minimum value required, use UGAssurance-min and put the quantity as the number of years you want the service for.

*MSRP: 20% of the total MSRP software sale for one year, 35% for two, 45% for three, 55% for four, and 60% for five.
Dealer cost: 20% of the total Dealer software sale for one year, 35% for two, 45% for three, 55% for four, and 60% for five.
Software sale does not include PC remote, onsite installation or developer consulting*

REMOTE INSTALLATION

Part #	DESCRIPTION	MSRP	St of CT
	Remote Installation, Configuration, and Implementation (minimum) <i>Note: only use this part number if the cost PCRemote-emb and PCRemote-Server added together, are less than this minimum amount.</i>		
PCREMOTE-MIN		\$ 550.00	\$ 495.00
PCREMOTE-EMB	PER EMBEDDED LICENSE	\$ 152.00	\$ 137.00
PCREMOTE-SERVER	PER SERVER WITH PAPER CUT SOFTWARE	\$ 302.00	\$ 272.00

ONSITE INSTALLATION

Part #	DESCRIPTION	MSRP	St of CT
ACD-INSTALL	ONSITE INSTALLATION	\$ 1,500.00	\$ 1,500.00

It is suggested that you obtain a quote from ACDI < at 1(800)990-2234) or paperCutDomestic@tabs.toshiba.com > to ensure that you are quoting a client correctly and have all the part numbers required for a proper PaperCut MF installation. Completed site survey forms are required with every order.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Tony Deluca

Buyer Name

(860)713-5079

Buyer Phone Number

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Proposal Due Date:

10 April 2012

SUPPLEMENT DATE:

9 September 2013

CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR: All Using Agencies, Political Subs and qualified Non-Profits

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of Award through 6/30/2017

AGENCY REQUISITION NUMBER: N/A

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
N/A	N/A	N/A	N/A

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc. (TABS)**

Company Address: **959 Route 46 East, 5th Floor, Parsippany, NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **1-800-999-0057**

Contract Value: **N/A**

Contact Person: **Mike Moat -201.709.3847 mike.moat@tabs.toshiba.com**

Delivery: **ARO**

Contact Person Address: **As Above**

Company E-mail Address and/or Company Web Site: **<http://business.toshiba.com/usa/home.html>**

Remittance Address: **P.O. Box, 91399 Chicago Il 60693**

Certification Type **None**

Agrees to Supply Political SubDivisions: **YES**

Terms: **Net 45 Days**

Toshiba America Business Solutions, Inc. has added a wholly owned subsidiary; Toshiba Business Solutions (TBS) as an additional provider of all products and services covered by this contract. The attached pages provide the territories and the providers for those areas.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

TONY DELUCA

Contract Specialist

(Original Signature on Document in Procurement Files)

NATIONAL TOSHIBA AUTHORIZED SERVICE PROVIDERS

As of 8/26/2013

Name	Address	City	ST	Zip	Phone	Fax
TOSHIBA BUSINESS SOLUTIONS	4 RESEARCH DRIVE SUITE 402	SHELTON	CT	06484	203-402-7230	
<i>Authorized Counties: Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London, Tolland, and Windham</i>						
AMERICAN COPY SERVICE CENTER INC	2095 SOUTH MAIN STREET	WATERBURY	CT	06706	203-756-1259	203-575-1173
<i>Authorized Counties: Fairfield, Hartford, Litchfield, Middlesex, and New Haven</i>						
PRISM OFFICE SOLUTIONS	158 BULL HILL LANE	WEST HAVEN	CT	06516	203-937-6006	203-937-1470
<i>Authorized Counties: Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London, Tolland, and Windham</i>						
THE OFFICE WORKS INC	100 MILL PLAIN ROAD	DANBURY	CT	06810	860-793-9994	860-793-9954
THE OFFICE WORKS INC	45 CORPORATE AVE	PLAINVILLE	CT	06062	860-793-9994	860-793-9954
<i>Authorized Counties: Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London, and Windham</i>						

Toshiba Service Provider Directory

Local Service Provider	Contact Name	Phone Number
American Copy Products	Bill Harris	203-756-1259
Prism	Ken Nizolek	866-GO PRISM
The Office Works	Mark Lerardi	860-793-9994
Toshiba Business Solutions	Dimitrios Soursos	203-402-7230

Please locate your zip code below to choose your local Toshiba Service Provider.

AMERICAN COPY SERVICE CENTER INC											
ZIP CODE											
06001	06045	06089	06127	06183	06450	06493	06532	06708	06781	06829	06896
06002	06050	06090	06128	06199	06451	06494	06533	06710	06782	06830	06897
06006	06051	06091	06129	06401	06455	06495	06534	06712	06783	06831	06901
06010	06052	06092	06131	06403	06456	06498	06535	06716	06784	06836	06902
06011	06053	06093	06132	06404	06457	06501	06536	06720	06785	06838	06903
06013	06057	06094	06133	06405	06459	06502	06537	06721	06786	06840	06904
06016	06058	06095	06134	06408	06460	06503	06538	06722	06787	06850	06905
06018	06059	06096	06137	06409	06461	06504	06540	06723	06790	06851	06906
06019	06060	06098	06138	06410	06467	06505	06601	06724	06791	06852	06907
06020	06061	06101	06140	06411	06468	06506	06602	06725	06792	06853	06910
06021	06062	06102	06141	06412	06469	06507	06604	06726	06793	06854	06911
06022	06063	06103	06142	06413	06470	06508	06605	06749	06794	06855	06912
06023	06064	06104	06143	06414	06471	06509	06606	06750	06795	06856	06913
06024	06065	06105	06144	06416	06472	06510	06607	06751	06796	06857	06914
06025	06067	06106	06145	06417	06473	06511	06608	06752	06798	06858	06920
06026	06068	06107	06146	06418	06475	06512	06610	06753	06801	06859	06921
06027	06069	06108	06147	06419	06477	06513	06611	06754	06804	06860	06922
06028	06070	06109	06150	06422	06478	06514	06612	06755	06807	06870	06925
06030	06073	06110	06151	06423	06479	06515	06614	06756	06810	06875	06926
06031	06074	06111	06152	06424	06480	06516	06615	06757	06811	06876	06927
06032	06078	06112	06153	06426	06481	06517	06650	06758	06812	06877	06928
06033	06079	06114	06154	06437	06482	06518	06673	06759	06813	06878	
06034	06080	06115	06155	06438	06483	06519	06699	06762	06814	06879	
06035	06081	06117	06156	06440	06484	06520	06701	06763	06816	06880	
06037	06082	06118	06160	06441	06487	06521	06702	06770	06817	06881	
06039	06083	06119	06161	06442	06488	06524	06703	06776	06820	06883	
06040	06085	06120	06167	06443	06489	06525	06704	06777	06824	06888	
06041	06087	06123	06176	06444	06491	06530	06705	06778	06825	06889	
06042	06088	06126	06180	06447	06492	06531	06706	06779	06828	06890	

THE OFFICE WORKS INC											
ZIP CODE											
06001	06058	06104	06151	06264	06376	06439	06491	06536	06726	06804	06879
06002	06059	06105	06152	06266	06377	06440	06492	06537	06749	06807	06880
06006	06060	06106	06153	06267	06378	06441	06493	06538	06750	06810	06881
06010	06061	06107	06154	06277	06379	06442	06494	06540	06751	06811	06883
06011	06062	06108	06155	06278	06380	06443	06495	06601	06752	06812	06888
06013	06063	06109	06156	06280	06382	06444	06498	06602	06753	06813	06889
06016	06064	06110	06160	06281	06383	06447	06501	06604	06754	06814	06890
06018	06065	06111	06161	06282	06384	06450	06502	06605	06755	06816	06896
06019	06067	06112	06167	06320	06385	06451	06503	06606	06756	06817	06897
06020	06068	06114	06176	06330	06387	06455	06504	06607	06757	06820	06901
06021	06069	06115	06180	06331	06388	06456	06505	06608	06758	06824	06902
06022	06070	06117	06183	06332	06389	06457	06506	06610	06759	06825	06903
06023	06073	06118	06199	06333	06401	06459	06507	06611	06762	06828	06904
06024	06074	06119	06226	06334	06403	06460	06508	06612	06763	06829	06905
06025	06078	06120	06230	06335	06404	06461	06509	06614	06770	06830	06906
06026	06079	06123	06233	06336	06405	06467	06510	06615	06776	06831	06907
06027	06080	06126	06234	06338	06408	06468	06511	06650	06777	06836	06910
06028	06081	06127	06235	06339	06409	06469	06512	06673	06778	06838	06911
06030	06082	06128	06239	06340	06410	06470	06513	06699	06779	06840	06912
06031	06083	06129	06241	06349	06411	06471	06514	06701	06781	06850	06913
06032	06085	06131	06242	06350	06412	06472	06515	06702	06782	06851	06914
06033	06087	06132	06243	06351	06413	06473	06516	06703	06783	06852	06920
06034	06088	06133	06244	06353	06414	06474	06517	06704	06784	06853	06921
06035	06089	06134	06245	06354	06415	06475	06518	06705	06785	06854	06922
06037	06090	06137	06246	06355	06416	06477	06519	06706	06786	06855	06925
06039	06091	06138	06247	06357	06417	06478	06520	06708	06787	06856	06926
06040	06092	06140	06249	06359	06418	06479	06521	06710	06790	06857	06927
06041	06093	06141	06254	06360	06419	06480	06524	06712	06791	06858	06928
06042	06094	06142	06255	06365	06420	06481	06525	06716	06792	06859	
06045	06095	06143	06256	06370	06422	06482	06530	06720	06793	06860	
06050	06096	06144	06258	06371	06423	06483	06531	06721	06794	06870	
06051	06098	06145	06259	06372	06424	06484	06532	06722	06795	06875	
06052	06101	06146	06260	06373	06426	06487	06533	06723	06796	06876	
06053	06102	06147	06262	06374	06437	06488	06534	06724	06798	06877	
06057	06103	06150	06263	06375	06438	06489	06535	06725	06801	06878	

PRISM OFFICE SOLUTIONS											
ZIP CODE											
06001	06058	06096	06146	06254	06357	06419	06482	06532	06724	06804	06881
06002	06059	06098	06147	06255	06359	06420	06483	06533	06725	06807	06883
06006	06060	06101	06150	06256	06360	06422	06484	06534	06726	06810	06888
06010	06061	06102	06151	06258	06365	06423	06487	06535	06749	06811	06889
06011	06062	06103	06152	06259	06370	06424	06488	06536	06750	06812	06890
06013	06063	06104	06153	06260	06371	06426	06489	06537	06751	06813	06896
06016	06064	06105	06154	06262	06372	06437	06491	06538	06752	06814	06897
06018	06065	06106	06155	06263	06373	06438	06492	06540	06753	06816	06901
06019	06066	06107	06156	06264	06374	06439	06493	06601	06754	06817	06902
06020	06067	06108	06160	06265	06375	06440	06494	06602	06755	06820	06903
06021	06068	06109	06161	06266	06376	06441	06495	06604	06756	06824	06904
06022	06069	06110	06167	06267	06377	06442	06498	06605	06757	06825	06905
06023	06070	06111	06176	06268	06378	06443	06501	06606	06758	06828	06906
06024	06071	06112	06180	06269	06379	06444	06502	06607	06759	06829	06907
06025	06072	06114	06183	06277	06380	06447	06503	06608	06762	06830	06910
06026	06073	06115	06199	06278	06382	06450	06504	06610	06763	06831	06911
06027	06074	06117	06226	06279	06383	06451	06505	06611	06770	06836	06912
06028	06075	06118	06230	06280	06384	06455	06506	06612	06776	06838	06913
06029	06076	06119	06231	06281	06385	06456	06507	06614	06777	06840	06914
06030	06077	06120	06232	06282	06387	06457	06508	06615	06778	06850	06920
06031	06078	06123	06233	06320	06388	06459	06509	06650	06779	06851	06921
06032	06079	06126	06234	06330	06389	06460	06510	06673	06781	06852	06922
06033	06080	06127	06235	06331	06401	06461	06511	06699	06782	06853	06925
06034	06081	06128	06237	06332	06403	06467	06512	06701	06783	06854	06926
06035	06082	06129	06238	06333	06404	06468	06513	06702	06784	06855	06927
06037	06083	06131	06239	06334	06405	06469	06514	06703	06785	06856	06928
06039	06084	06132	06241	06335	06408	06470	06515	06704	06786	06857	
06040	06085	06133	06242	06336	06409	06471	06516	06705	06787	06858	
06041	06087	06134	06243	06338	06410	06472	06517	06706	06790	06859	
06042	06088	06137	06244	06339	06411	06473	06518	06708	06791	06860	
06043	06089	06138	06245	06340	06412	06474	06519	06710	06792	06870	
06045	06090	06140	06246	06349	06413	06475	06520	06712	06793	06875	
06050	06091	06141	06247	06350	06414	06477	06521	06716	06794	06876	
06051	06092	06142	06248	06351	06415	06478	06524	06720	06795	06877	
06052	06093	06143	06249	06353	06416	06479	06525	06721	06796	06878	
06053	06094	06144	06250	06354	06417	06480	06530	06722	06798	06879	
06057	06095	06145	06251	06355	06418	06481	06531	06723	06801	06880	

TOSHIBA BUSINESS SOLUTIONS											
ZIP CODE											
06001	06032	06063	06084	06109	06140	06199	06250	06282	06365	06439	06779
06002	06033	06064	06085	06110	06141	06226	06251	06320	06370	06444	06781
06006	06034	06065	06087	06111	06142	06230	06254	06330	06371	06447	06782
06010	06035	06066	06088	06112	06143	06231	06255	06331	06372	06467	06783
06011	06037	06067	06089	06114	06144	06232	06256	06332	06373	06474	06785
06013	06039	06068	06090	06115	06145	06233	06258	06333	06374	06479	06786
06016	06040	06069	06091	06117	06146	06234	06259	06334	06375	06489	06787
06018	06041	06070	06092	06118	06147	06235	06260	06335	06376	06750	06790
06019	06042	06071	06093	06119	06150	06235	06262	06336	06377	06751	06791
06020	06043	06072	06094	06120	06151	06237	06263	06338	06378	06752	06792
06021	06045	06073	06095	06123	06152	06238	06264	06339	06379	06753	06793
06022	06050	06074	06096	06126	06153	06239	06265	06340	06380	06754	06794
06023	06051	06075	06098	06127	06154	06241	06266	06349	06382	06755	06795
06024	06052	06076	06101	06128	06155	06242	06267	06350	06383	06756	06796
06025	06053	06077	06102	06129	06156	06243	06268	06351	06384	06757	06798
06026	06057	06078	06103	06131	06160	06244	06269	06353	06385	06758	
06027	06058	06079	06104	06132	06161	06245	06277	06354	06387	06759	
06028	06059	06080	06105	06133	06167	06246	06278	06355	06388	06763	
06029	06060	06081	06106	06134	06176	06247	06279	06357	06389	06776	
06030	06061	06082	06107	06137	06180	06248	06280	06359	06415	06777	
06031	06062	06083	06108	06138	06183	06249	06281	06360	06420	06778	

CONTRACT SUPPLEMENT
RFP-37 Rev. 3/12/14
Prev. Rev. 1/3/14

Tony DeLuca
Contract Specialist

860-713-5070
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

Proposal Due Date:

10 April 2012

SUPPLEMENT DATE:

7 July 2013

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
3 December 2012 through 30 June 2017

AGENCY REQUISITION NUMBER: N/A

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
n/a	n/a	n/a	n/a

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc.**

Company Address: **959 Route 46 East, 5th Floor, Parsippany, NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **1-800-999-0057**

Contract Value: **\$12,000,000.00 Est. Ann.**

Contact Person: **Mike Moat 201.709.3847 Cell mike.moat@tabs.toshiba.com**

Delivery: **ARO**

Contact Person Address: **As Above**

Company E-mail Address and/or Company Web Site: **<http://business.toshiba.com/usa/home.html>**

Remittance Address: **P.O. Box, 91399 Chicago Il 60693**

Certification Type **None**

Agrees to Supply Political SubDivisions: **YES**

Terms: **Net 45 Days**

Toshiba contact has changed, see above.

PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

Contract Specialist
(Original Signature on Document in Procurement Files)
Tony DeLuca

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

1 August 2012

Bid Due Date:

10 April 2012

SUPPLEMENT DATE:

9 August 2012

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: OFFICE EQUIPMENT - COPIERS, PRINTERS, FAX

FOR: FOR: All Using Agencies, Political Subs and qualified Non-Profits

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 1, 2012 through June 30, 2017

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
N/A	N/A	N/A	N/A

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **A & A Office Systems, Inc.**

Company Address: **909 Middle Street, Middletown, CT 06457**

Tel. No.: **860.635.5053 or 800.486.7426**

Tel. No.: **860.635.5053 or**

Contract Value: **\$ N/A**

800.486.7426

Contact Person: **John J. Sullivan / Jay Nkonoki (Account Manager)**

Contact Person: **Jay Nkonoki**

Company E-mail Address and/or Company Web Site: jnkonoki@aaofficeonline.com

Remittance Address: **909 Middle Street, Middletown, CT 06457**

Certification Type (SBE, MBE or None): **SBE** Certification Type (SBE, MBE or None):

Agrees to Supply Political SubDivisions:

Terms: **Net 30 Days**

Reference attached schedule for State Owned Office Printer Equipment in Place; Repair Service & Parts.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

TONY DELUCA

Contract Specialist

(Original Signature on Document in Procurement Files)

Exhibit B Price Schedule

**State Owned Office Printer Equipment In Place*
Repair Service & Parts:**

Description	Unit of Measure	State Price
Repair Service (Black & White Equipment) Labor	HR	\$125.00
Repair Service (Color Equipment) Labor	HR	\$125.00

Description	Unit of Measure	Cost Plus
Parts (Color & Black & White)	Each	25%

*This service applies to Equipment (Printers) currently in place as of 8/1/12. Please refer to the Price Schedule for Equipment (Printers) purchased under this Contract (12PSX0026) after 8/1/12.

CONTRACT AWARD
RFP-38 Rev. 4/26/12
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Tony DeLuca
Contract Specialist

(860)713-5070
Telephone Number

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

3 December 2012

RFP Due Date:

10 April 2012

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR: All Using Agencies, Political Subs and qualified Non-Profits

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Date of Award through 6/30/2017

AGENCY REQUISITION NUMBER: N/A

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
N/A	N/A	\$12,000,000.00 Est. annual	\$12,000,000.00 Est. Annual

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Toshiba America Business Solutions, Inc.**

Company Address: **959 Route 46 East, 5th Floor, Parsippany, NJ 07054**

Tel. No.: **1-800-866-4361**

Fax No.: **1-800-999-0057**

Contract Value: **\$12,000,000.00 Est. Ann.**

Contact Person: **Randy Bak 1-978-766-7348**

Delivery: **ARO**

Contact Person Address: **As Above**

Company E-mail Address and/or Company Web Site: <http://business.toshiba.com/usa/home.html>

Remittance Address: **P.O. Box, 91399 Chicago Il 60693**

Certification Type **None**

Agrees to Supply Political SubDivisions: **YES**

Terms: **Net 45 Days**

APPROVED _____

Martin Anderson, Ph.D.

Deputy Commissioner

(Original Signature on Document in Procurement Files)

Tony DeLuca

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

12PSX0026

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

Awarded Contractor

**FOR THE PURCHASE AND SALE OF
OFFICE EQUIPMENT COPIERS, PRINTERS, FAX**

December 3, 2012

Contract Award Date

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Setoff
 23. Force Majeure
 24. Advertising
 25. Americans With Disabilities Act
 26. Representations and Warranties
 27. Representations and Warranties Concerning Motor Vehicles
 28. Disclosure of Contractor Parties Litigation
 29. Entirety of Contract
 30. Exhibits
 31. Executive Orders
 32. Non-Discrimination
 33. Tangible Personal Property
 34. Whistleblowing
 35. Notice
 36. Insurance
 37. Headings
 38. Number and Gender
 39. Parties
 40. Contractor Changes
 41. Further Assurances
 42. Audit and Inspection of Plants, Places of Business and Records
 43. Background Checks
 44. Continued Performance
 45. Working and Labor Synergies
 46. Contractor Responsibility
 47. Severability
 48. Confidential Information
 49. Interpretation
 50. Cross-Default
 51. Disclosure of Records
 52. Summary of State Ethics Laws
 53. Sovereign Immunity
 54. Time of the Essence
 55. Reserved
 56. Campaign Contribution Restriction
 57. Health Insurance Portability and Accountability Act
 58. Protection of Confidential Information
 59. Data Storage Devices
 - 60.
- EXHIBIT A** - Description of Goods and Services
EXHIBIT B - Price Schedule
EXHIBIT C - SEEC Form 11

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

This Contract (the "Contract") is made as of the third day of December, in the year 2012, by and between, Toshiba America Business Solutions (TABS), Inc. (the "Contractor,") with a principal place of business at 9740 Irvine Blvd., Irvine CA 92618, acting by Mark E. Mathews, its President and CEO and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Martin Anderson, Ph.D., its Deputy Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: All Using State Agencies and Political Subdivisions
 - (c) Click Charge: The cost for each transaction e.g. cost per copy made.
 - (d) Cost Per Copy: (CPC) the charge for each transaction which is associated with copiers.
 - (e) Cost Per Print: (CPP) the charge for each transaction which is associated with printers.
 - (f) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (g) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (h) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
- (i) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- (j) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (k) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (l) Equipment: Copier (Multi Functional Device), printer (Multi Functional Printer), fax machine. Multi-functional Device: An MFP (Multi Function Product/ Printer/ Peripheral), multifunctional, or Multifunction Device (MFD), is an office machine which incorporates the functionality of multiple devices in one, so as to have a smaller footprint or to provide centralized document management/distribution/production in a large-office setting.
- (m) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (n) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (o) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) Managed Print Services: (MPS) involve managing hardcopy device fleets (copiers, printers, multifunction devices, and fax equipment) in a unified fashion. The term is typically associated with outsourcing the fleet to an external vendor. Managed Document Services (MDS) is a close relation to MPS where vendors consider the service to be wider than simply print.
- (q) Placement Term: The period of time that the Equipment is scheduled to be installed e.g. thirty six (36), forty eight (48), and sixty (60) months.
- (r) Proposal: A Proposer's submittal in response to a Request for Proposals.
- (s) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.

- (t) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (u) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (v) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (w) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (x) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (y) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Date of award through June 30, 2017. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the

form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Contract Specialist for Contract # 12PSX0026

If to the Contractor:

Toshiba America Business Solutions, Inc.
T.Jason White, Esq.
VP, General Counsel & Secretary
GM, HR and Administration
9740 Irvine Blvd.
Irvine, CA., 92618

Signatory Name: _____ Title: VP, General Counsel & Secretary

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor

Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Plants, Places of Business and Records.

(a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect.

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Campaign Contribution Restriction. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].
57. Health Care Portability and Accountability Act.
- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
 - (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor or Contractor Parties is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
 - (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions. For the purposes of this Section of the Contract:

- (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).'
- (2) "Business Associate" shall mean the or Contractor or Contractor Parties.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated

thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further

disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate

regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or

Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

59. Data Storage Devices

Neither the Contractor nor Contractor Parties shall remove from a State facility for any time or any reason any hard drives or other data storage devices that are installed in or are in any other way considered to be a part of the Equipment, such as any "plug in" devices (collectively, "Data Storage Devices"). The Contractor shall not remove from a State facility for any time or any reason the Equipment without first transferring to the Contract User, and the Contract User shall accept, all ownership, title, rights and interest of, to and in the Data Storage Devices. The Contractor shall remove the Data Storage Devices from the Equipment, but only in the presence of a duly authorized agent of the Contract User and only in accordance with the terms of a written request which the Contract User shall have previously delivered to the Contractor. Upon removal, the Contractor shall immediately transfer possession of the Data Storage Devices to the duly authorized agent of the Contract User. The Contractor's failure to transfer immediately possession of the removed Data Storage Devices to a duly authorized agent of the Contract User shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Contract User, the Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data stored in the Data Storage Devices.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

Contractor Parties will Perform for any purpose under this Section, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Section, "Perform" shall include, but not be limited to, the obligations relating to the transfer of title, removal and transfer of possession of the Data Storage Devices and indemnifying and holding harmless the Contract User, the Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Contract User, such information as the Contract User may identify to ensure, in the Contract User's sole determination, compliance with the provisions of this paragraph." For the purpose of this Section, Contractor Parties shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the

If Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity

60. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Toshiba America Business Solutions, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Mark E. Mathews

Martin Anderson, Ph.D.

Print or Type

Print or Type

Title: President and CEO

Title: Deputy Commissioner

EXHIBIT A DESCRIPTION OF GOODS AND SERVICES

- 1.1 Technical Specifications: All Equipment shall have networking capability. Equipment shall be able to support current and future Information Technology (IT) requirements and policies at no additional cost. Links are listed below:

<http://www.ct.gov/best/cwp/view.asp?a=3978&q=462024&bestNav=>

<http://www.ct.gov/best/cwp/view.asp?a=1245&q=253994&doitNav=&bestNav=>

- 1.2 Equipment: All Equipment provided shall be factory new and not "refurbished".
- 1.3 Energy Star: All Equipment shall comply with Energy Star requirements and carry Energy Star labeling. Equipment provided shall comply with current Energy Star requirements on the date of placement and shall be in compliance with (Sec. 4a-67c: Equipment and appliances for Client Agency use, energy standards). Contractor shall ensure that all Energy Star features of the Equipment are installed and operational for the life of the placement.
- 1.4 Electrical Connections: Equipment which is not normal 110/15 AMP compliant shall require pre-installation notification to the Client Agency. Equipment shall have external surge protection in addition to any internal protection for the data and phone lines. Damage to the Equipment with inappropriate protection shall be at the risk of the Contractor and shall be replaced at no cost to the Client Agency.
- 1.5 Computer Connected Equipment: All Equipment provided shall include the required Equipment and software to permit connection to any of the Client Agency's' networks. Installation shall be at no additional cost to the Client Agency.
- 1.6 Availability of Products: Contractor shall be able and certified by the manufacturer to provide all Equipment required by this Contract. In the event that furnished Equipment is discontinued, Contractor shall provide replacement Equipment equal to or better than the discontinued Equipment. Contractor shall provide the DAS Contract Specialist with notification within ten (10) business days prior to the initial introduction of the Equipment as a replacement item for use in this Contract with prior approval of DAS.
- 1.7 Software Upgrades: All Equipment shall be updated to contain the most current versions of software available for the applicable unit(s). All updates shall be made at no additional cost to the Client Agency.
- 1.8 Equipment provided with document feeders and duplexing features shall operate at a minimum of sixty percent (60%) of rated speed for that device.
- 1.9 Scanning: Click charges for scanning are not permitted.
- 1.10 Security: Equipment hard drives and encryption protocols shall; at the minimum, conform to the Client Agency's' requirements. See Exhibit A-1. The Contractor may introduce additional security features as part of the initial placement with prior review and approval from DAS.
- 1.11 Placement terms: The placement (length) of Equipment terms shall be Thirty-six (36), Forty-eight (48) or sixty (60) months.

1.12 Performance: Equipment shall maintain; at the minimum, a 97% or better up-time. Down-time shall be computed from the time the Contractor representative is notified of an Equipment failure until the Equipment is fully operational. The Client Agency shall determine what is the definition of down-time. Equipment that does not meet the performance standard of 97% for two (2) consecutive months or for three (3) months in a rolling twelve (12) months shall be replaced by the Contractor with equal or better Equipment.

2.0 Support

2.1 Equipment Performance: Equipment shall maintain a minimum average 97% uptime by unit or fleet; whichever is applicable. Uptime shall be based on a calendar month of thirty (30) days. Equipment which fails to meet this requirement for a calendar month may; at the discretion of DAS, be replaced with new comparable Equipment. If within ninety (90) days of the initial installation of Equipment that Equipment fails to maintain a 97% uptime the Equipment shall be replaced at no additional cost to the Client Agency.

2.2 Inquiries: All inquiries to sales or general administration shall receive a response from the Contractor within one (1) business day.

2.3 Service Requests: Service requests from Client Agency shall be acknowledged by the Contractor within one (1) hour of receipt by the Contractor. Contractor shall advise the requestor approximately when the service technician shall arrive to repair the Equipment. Service technicians shall be on-site to affix repair within four (4) hours of when the service request was placed. The affected Equipment shall be repaired to operation within a four (4) hour period, if the affected Equipment cannot be repaired to normal operation with four (4) hours, Contractor shall provide a loaner (equal to or better than the affected Equipment) in lieu of replacement, or in an extreme situation a replacement may be required at the discretion of the Client Agency. Click charges for testing of repairs is not allowed.

The following are key metrics addressed through Service Level Agreements.

<i>Uptime:</i>	Contractor shall set a goal for the highest effectiveness level on Equipment and shall guarantee 97% uptime. Uptime is calculated based on an average over three-month periods. Contractor shall proactively monitor uptime performance and take corrective action with any unit that falls below the threshold. If a pattern is discovered across a segment, root cause analysis shall be employed to discern the cause.
<i>Response Time:</i>	Contractor shall provide a call answer response time of less than one hour after receipt of a service call during normal business hours, Monday through Friday, 7:00 AM to 5:30 PM local time.
<i>Onsite Service Response Time:</i>	Contractor shall provide an average of four hours for on-site service response after receipt of a service call. Onsite service response time shall be calculated based on an average over three-month periods and excludes preventative maintenance calls. Printer response time is next business day.
<i>Hours of Operation:</i>	Contractor maintenance shall be available from 8:00 a.m. to 5:00 p.m. local time, except weekends and holidays. After-hour service, holiday or emergency support is available if desired and additional fees may apply.

Equipment Product Delivery:	Delivery time for new Equipment devices (manufacturers') orders from time of receipt to time of install at Client Agency is approximately 15 to 30 days upon receipt of the order. Supply order fulfillment for legacy and new equipment shall generally occur within three business days.
Printer Delivery:	New printers procured under this contract, Contractor shall ship directly to the Client Agency Alternatively, Contractor may provide installation and training services for an additional fee.
Loaner Equipment	If Equipment is out-of-service more than two (2) consecutive business days after notifying the Contractor or requires off-site service, a loaner shall be provided by the Contractor at no additional charge.
Quality Commitment	All new Equipment shall be backed by a quality commitment program. Should a device not perform to specifications during the term of the contract, Contractor shall either repair to normal operation or replace at no charge to the Client Agency.
Click Charges	Any copies run during a scheduled or remedial call shall be credited with a charge back credit.
Order Acknowledgement	Contractor shall acknowledge all orders within 48 hours (two business days) of receipt from the Client Agency.

2.4 Website: The Contractor shall develop and have a working website within ninety (90) days from the award date of the Contract. Website content and operational functions require pre-approval by the DAS Contract Specialist contract administrator. Web content shall address the product offering, applicable Contract provisions, and functional processes necessary to execute the requirements/responsibilities of the Contact. Contractor may offer additional services/content with prior approval from DAS Procurement.

2.5 Training: Contractor shall provide training and technical to any Client Agency at any location. As requested by Client Agencies, Contractor shall provide onsite training to meet the Client Agency requirements for that specific Client Agency/location.

Basic Operator Training:

This training is for end users and should addresses the basic features and functions of the Equipment . Each location shall receive basic training for an unlimited number of users per session. The initial basic operator training shall cover (at the minimum) these subjects:

- Basic print, copy, scan and/or fax functions (varies by machine)
- Feeder functionality and paper supplies
- Finishing options and exposure settings
- How to make a copy from glass and/or computer
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Who to notify if service is needed (Key Operator, Help Desk, direct call)

Dedicated Key Operator Training

This training is designed to provide a dedicated person(s) (key operator") at each Client Agency with a more in-depth overview of the Equipment than a basic user. An important

objective of the training is to give the key operator(s) hands-on training in non-technical maintenance, such as replacing toner, and cleaning the glass. Each location shall receive comprehensive training on the features, capabilities, and standard applications of the Equipment. Initial key operator training includes basic training and additionally covers (at minimum) topics such as:

- How to add paper and staples
- How to add toner
- How to clear a mis-feed
- How to place a service call
- How to order supplies

As required, Contractor shall provide additional post-implementation training if such a need arises.

- 2.6 Customer Service: Customer service representation shall be available from 7:00 AM to 5:30 PM *local time*, except weekends and Client Agency/Federal holidays via a toll free telephone number which shall coincide with the Client Agency (work) calendar. The Contractors' representative shall be able to handle all facets of inquiry from order entry to disposal of Equipment.
- 2.7 Contractor shall provide analytical services and provide written proposals to the Client Agencies and DAS which shall reduce overall expenses as part of a managed print environment. Contractor shall perform a detailed assessment of the Client Agency's' output environment using the Contractors' tools and methodology. The process should be a collaborative process through which the Contractor shall work with the Client Agency to establish a priority list for these services at select locations. This phased approach shall be structured to enable the Client Agency to reap short-term benefits, while simultaneously developing a long-term print management strategy
- 2.8 Contractor to review and recommend (fleet) services which would combine Equipment and copies produced to provide reduced costs to Client Agencies. Identify inefficiencies such as redundant, underutilized and outdated Equipment, high cost local devices, and costs of store rooms. Perform quantitative and qualitative analysis of the Client Agency's' document production infrastructure from which plans for both current and optimized future configuration, and determine the true total cost of ownership of the Client Agency's' current fleet. Assessment should include a representative sampling of the current fleet of print output devices (including supplies, maintenance and repair), local culture, current processes, environmental impact and costs developed from actual data. Identify areas where improvements can be made, highlight where fleet reduction can benefit productivity, and provide additional strategies in terms of document output, document management and reduction in environmental impact. The result should be a easy-to-understand optimization strategy report with recommendations for cost savings, cost avoidance, document management strategies, best practices, document security and eco-friendly goals, as well as efficiency gains that are to be expected if the proposed solutions are implemented.
- 2.9 Client Agencies shall have the option to select the appropriate reconciliation period for their specific requirements.
- 2.10 Due to nature of this Contract where Equipment is placed into service for a period of time which may exceed the length of the Contract, Contractor shall continue to perform under the terms of the Contract until the end of the existing Placement Term for the Equipment and shall not place (install) new Equipment.

2.11 Placement Term

Contractor shall hold title to all Equipment for the term of the Placement except for purchased Equipment as described in Section 2.12. The Client Agency shall have no equity in the Equipment. Contractor shall be responsible for the payment of any and all local property taxes and insurance on Equipment provided to the Client Agency under this Contract. Contractor shall provide all required services, such as repairs including necessary adjustment(s), and replacements of all unserviceable parts, including but not limited to drums, maintenance kits, electronic boards, and power supplies ("Maintenance"), and consumable supplies including but not limited to toner and staples required for the Equipment to perform all of its functions as designed by the Original Equipment Manufacturers ("Supplies") (except paper).

2.12 Purchase/Maintenance

The Client Agency shall hold title to all Equipment purchased under this Contract. No lease or rental options are allowed. Contractor shall provide all required maintenance and Supplies (except paper) for the purchased Equipment to perform, as listed in Exhibit B. The maintenance requirement also applies to owned Equipment currently in place.

2.13 Additional Agreements

Additional agreements shall not be allowed. This Contract and Client Agency Purchase Order (PO) shall be the only documentation allowed for the purchase of or Placement of Equipment. Client Agency personnel are not authorized to sign any additional agreement(s) from the Contractor. The PO shall reference this Contract and shall not deviate from the goods and services offered under this Contract.

The Contractor shall not introduce any documents including but not limited to third party lease or rental agreements, maintenance and service agreements to the Client Agencies for the acquisition, purchase or Placement of any Equipment. Such documents shall be null and void. Any document utilized other than this Contract and the Client Agency PO(s) shall be invalid and all liability shall be the responsibility of the Contractor. Any Equipment delivered and installed under any of these null and void circumstances shall be removed immediately by the Contractor and at the expense of the Contractor.

2.14 Summer School Waiver

For the months of July and August ("Summer Months"), town schools, technical and community colleges, and universities ("Schools") may have significantly lower volumes than the required volume for the specific Equipment listed in Exhibit A. For these Equipment Placements, the Client Agency and the Contractor shall agree that for each summer month the specified Equipment Placement term shall be extended by the equal amount of summer months.

2.15 Purchase of Equipment

For the purchase of Equipment, the Contractor shall provide Equipment based on a discount off the manufacturer's current list price as listed in Exhibit B. The Contractor shall provide all promotional pricing (e.g. internet special, overstock, model changeover, etc.) if lower than manufacturer's list price minus the Contract discount.

2.16 Lockout Items

Lockout items are items that may be listed in a manufacturer's general catalog but are not available for acquisition under this Contract because they are either not considered to be digital copier equipment or are available under another existing State contract(s).

Categories of lockout items may include, but are not limited to, the following:
Digital Duplicators

Analog Copiers
Standalone Digital Scanners
Production printer or press.
Paper as a consumable
Software not related to the operation of Equipment listed in this Contract

In the event, the Contractor receives an order for a lockout item, or any item, which is not part of this contract the Contractor, shall do the following:

Notify the Client Agency in writing to refuse delivery, and
Bring to the immediate attention of DAS.

2.17 Guarantee/Warranty (Purchased and Placed Equipment)

Contractor shall guarantee that all Equipment items offered and that all the parts and Supplies used in performing Maintenance are standard New, Factory-Produced New Model, currently in production with Original Equipment Manufacturers parts regularly used for the type of Equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice and that such parts are all in production and not likely to be discontinued. All Equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

Purchased Equipment delivered shall be guaranteed against faulty material for at least one year from the date of delivery and installation if such fault develops during this period the Contractor agrees to replace the part affected or Equipment at the Client Agency location without cost to the Client Agency. Each purchased Equipment shall be maintained by the Contractor during the first year at the Maintenance cost listed on Exhibit A of this Contract. Contractor shall supply consumables during the one-year period at the cost listed in Exhibit A of this Contract.

2.18 Maintenance (Equipment Placements)

Maintenance: repairing/servicing of Equipment; shall include all labor and travel expenses to the Client Agency. All Maintenance calls shall be logged and reported to the designated Client Agency on a monthly basis (including the time of call and response time offered by the Contractor's technician). The maximum Maintenance response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs.

Contractor shall provide loaner Equipment in like for like basis for any Equipment that cannot be put back in operating condition within three (3) days from original service call. (Like for like shall be Equipment with equal or similar features and market type).

For Contractors not responding to a service call within twenty-four (24) consecutive hours of notification, excluding company, State or federal holidays and weekends and the call is placed during normal business hours. Contractor shall be provided notice that a competitive supplier may be contacted for immediate service. Such charges shall be deducted from the monthly billing of the delinquent Contractor.

If a Contractor fails to respond within the twenty-four (24) consecutive hour period, excluding company, State or federal holidays and weekends on three documented occasions during the Contract, the Equipment Placement or the Contract, at the discretion of The State may be cancelled and re-awarded. A response shall be defined as a service representative visiting the Client Agency and working on the specific Equipment called for servicing.

Contractor shall guarantee uptime of 97% (from time of call to resolution of problem) for each installed Equipment. This does not include any regular scheduled routine Maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain 97% uptime shall be removed at no cost to the Client Agency and

replaced by Contractor with an identical model, or one with comparable features and capabilities that meets or exceed current level of Equipment.

Equipment Maintenance shall be performed during regular working hours Monday through Friday excluding company, State or federal holidays and weekends.

Contractor shall meet or exceed all of the manufacturer's preventive Maintenance requirements. All Equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

2.19 Discounted Pricing

The discount, as awarded in Exhibit B shall be a minimum discount and shall remain firm for the entire Contract period. Additional discounts may be negotiated between the State and the Contractor for large volume orders or for other procurements where additional discounts may be appropriate. Contractors shall make the Client Agency aware of any Manufacturer's promotions and discounts being offered as they apply to the current Contract. If discount programs are available for educational purchases, Contractors shall offer them. Options not indicated in "Exhibit B - Price Schedule" shall be a percentage discount off Manufacturer's list pricing as applied to the base CPC or CPP.

2.20 Price Decreases:

Price decreases shall become immediately effective on the date specified in the Manufacturer's printed notice of change. Price decreases shall also include promotional pricing, and the Client Agency shall receive the lower of the promotional pricing, and the negotiated contract discount price. The Contractor shall bill the Client Agency at the reduced prices for all deliveries made on and after the date of the manufacturer's price reduction. The Contractor shall also promptly provide the DAS with a letter of notice concerning the decrease in price of Equipment for distribution to all Client Agencies.

2.21 Cost Saving Clause

The State reserves the right either to seek additional discounts from the Contractor, or to contract separately for a single purchase for a particular Client Agency, project or other immediate procurements if, in the judgment of the State, the quantity required is sufficiently large to enable the Client Agency to realize a cost saving over and above the published contract prices, whether or not such a savings actually occurs.

3.0 Order Acknowledgement, Delivery, Installation, Removal, Security and Disposal

3.1 Order Acknowledgement: Contractor shall acknowledge receipt of a order within 48 hours of receipt. Delivery, installation and training shall be completed within four (4) weeks of the acknowledged receipt unless other previous (written) arrangement is made with the Client Agency. Any and all delays/variations from this requirement shall be confirmed in writing by the Client Agency. Failure to comply may result in cancellation of the request (purchase order) and damages up to and including cancellation of the Contract.

3.2 Delivery: Client Agencies shall be advised (in writing) at least 48 hours in advance of the delivery of the Equipment.

3.3 Installation: Installation shall be complete including all Equipment, software and network connections. The unit shall be fully operational within 24 hours of delivery of the Equipment. All materials (manuals, training documents, etc.) shall be included at no additional cost to the Client Agency.

- 3.4 Contractors shall remove Equipment within two (2) weeks of receiving a written request from a client or at the conclusion of the placement period unless instructed differently in writing by the client or DAS. Contractor shall be responsible for removal and disposal of Equipment from any manufacturer.
- 3.5 Contractor shall comply with all security requirements including completion of the 'Data Storage Device Transfer Receipt' – Exhibit A-1.
- 3.6 Equipment Relocation: Contractor shall relocate Equipment as requested by the Client Agency at no additional cost to the Client Agency. Relocation shall be as if it is an initial installation with all required services performed at no additional cost to the Client Agency.
- 3.7 Agencies are not authorized nor permitted to sign any separate agreements for the Equipment covered by this Contract.

4.0 Invoicing/Reporting

- 4.1 All invoices shall contain the following information:
 - 1.0 Client Agency/Organization Name
 - 2.0 Address (street, city, Equipment location)
 - 3.0 Client Agency contact name and phone number
 - 4.0 Invoice date and number
 - 5.0 PO number
 - 6.0 Equipment install date, term and upgrade (termination) date
 - 7.0 Rate
 - 8.0 Brand/model
 - 9.0 Equipment Serial number
 - 10.0 Equipment id number
 - 11.0 Billing reconciliation frequency
 - 12.0 Meter reading
 - 13.0 Listing of optional accessories
 - 14.0 Billing period
 - 15.0 Contract number (12PSX0026)
 - 16.0 Total invoiced cost
 - 17.0 Contact information for invoicing queries
- 4.2 Reporting: DAS may require other reports in addition to the minimum required reports listed below. Reports shall be submitted in Microsoft Excel by the 15th of the month following that reporting period.

1. Contract Activity Report (required every other month)

- Client Agency/Organization
- Site Street Address
- Site City
- Location (Client Agency Unit /Department)
- Client Contact (name and telephone number and e-mail if available)
- Install Date (of the Equipment)
- (Placement) Term, 36 or 48 months
- Upgrade (Equipment replacement) Date
- Brand/Model
- Equipment Serial Number
- Equipment ID
- (Billing) Reconciliation (period)
- Equipment Category (e.g. 13-22 page per minute (ppm) black and white (b/w)).
- Model Base CPC /CPP
- Total Accessory CPC/ CPP
- Color CPC/ CPP
- Last (rolling) 12 Month Volume
- Last 12 Month Black and White (B/W) total Volume
- B/W Monthly Average
- Last (rolling) 12 Month Color total Volume
- Color Monthly Average
- Total 12 months (rolling) paid
- Average Monthly Paid

4.3 Equipment Performance (required every other month) :

- Average up-time – all units expressed in a percentage
- Number of Units reported

4.4 Performance Review: Scheduled discussions shall be held to review performance.

5.0 Requirements

5.1 Mandatory Extension to State Entities

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilize this Contract all references to the "Client Agency" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

5.2 P-Card (Purchasing Credit Card)

Purchases for all Client Agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller. Payments up to \$10,000.00 are authorized.

Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the Client Agency's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 2 reporting at the line item level for all orders placed by Client Agency purchasing cards.

Questions regarding the State of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

5.3 Operations

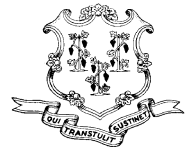
Contractor may, in writing, authorize officially recognized Contractor dealer franchisees ("Contractor Franchisee") to execute the requirements of the Contract, subject to the following requirements:

- DAS shall have the right to review the franchise agreement between Toshiba and the Contractor franchisee(s) authorized to provide Goods and Services to Client Agencies under the Contract.
- All authorized Contractor Franchisee shall be required in writing to comply with the terms and conditions of the Contract in connection with any Good or Service provided to a Client Agency.
- Any Good or Service provided to a Client Agency shall conform to the requirements of the Contract regardless whether provided by Toshiba or one of its franchisees.
- Contractor shall be prohibited from assigning any of its obligations under the Contract regardless whether a Good or Service is provided by a Contractor Franchisee.
- All requests, purchase orders and payments shall be issued to Contractor regardless whether the Good or Service shall be provided by a Contractor Franchisee.

- DAS reserves the right to have any Contractor Franchisee removed or barred from providing Goods or Services to Client Agencies.
- Contractor shall be responsible for managing its Contractor Franchisees and ensuring compliance with the terms and conditions of the Contract.

EXHIBIT A-1

HARD DRIVE REMOVAL PROCEDURE/SECURITY



12PSX0026

Equipment which has a hard drive shall not be removed from a Client Agency facility before the Contractor uninstalls the hard drive from the Equipment and transfers it to the Client Agency.

Overview of Data Storage Device (hard drive) Removal Procedure

1. Client Agency provides the Contractor with a written request to remove the Equipment.

Client Agency schedules a date and time for removal of the Equipment with the Contractor. If the Client Agency needs to reschedule a removal time, they shall provide a minimum of 24 hours notice to the Contractor. The Contractor may charge a rescheduling fee if 24 hours notice is not provided.

2. Client Agency identifies the person(s) ("Duly Authorized Agent") from the Client Agency who shall secure the hard drive(s) when removed from the Equipment and maintain the required documentation. The Client Agency shall have more than one person identified as a Duly Authorized Agent so pickup cancellations and rescheduling are avoided.
3. Client Agency shall have the Data Storage Device Transfer Receipt (attached) completed with as much information as available.

The Contractor shall assist with serial numbers, and other identification information. It is required that all hard drives be recorded on the Data Storage Device Transfer Receipt and all information is recorded. The Data Storage Device Transfer Receipt must be signed by both the Contractor and the Duly Authorized Agent. A copy of the signed Data Storage Device Transfer Receipt is to be provided to the Contractor.

4. Client Agency shall secure the hard drive and the corresponding Data Storage Device Transfer Receipt. The Duly Authorized agent shall maintain all Data Storage Device Transfer Receipts and secure all Data Storage Devices in accordance with The State of Connecticut, Bureau of Enterprise Systems and Technology (BEST) current procedures regarding the storage and destruction of Data Storage Devices".

Security - Encryption of Data Storage Devices

In addition to the removal of the hard drives, the Contract specifies that all Equipment with hard drives shall have encryption software installed at the Advanced Encryption Standard 256 ("AES256") or better.

Data Storage Device Transfer Receipt



Client Agency:
Duly Authorized Agent:
Client Agency Address:
Client Agency Location: <i>(Equipment Location including Building Number(s), Floor Location, etc.)</i>

Equipment ID#:	Equipment Model Number:	Equipment Serial Number:	Data Storage Device Serial Numbers

Data Storage Device(s) Removal Date:	
---	--

Comments:

The undersigned acknowledge the Data Storage Device(s) identified above has been removed from the Equipment identified above and is now in the possession of the Client Agency Authorized Agent prior to the Equipment being removed from the State location.

CLIENT AGENCY

Authorized Agent Signature

Print Name

Contractors Signature

Print Name

12PSX0026 Price Evaluation

			48 Month		36 Month		60 Month			
Cost Per Copy (Copiers) 13 ppm - 22ppm e-STUDIO206L			Volume:	CPC Cost		CPC Cost		CPC Cost		
			BASE	Low	\$ 0.039160		\$ 0.045830		\$ 0.034410	
				Medium	\$ 0.023270		\$ 0.026630		\$ 0.020900	
				High	\$ 0.016930		\$ 0.018930		\$ 0.015500	
Sample Model Includes:			Item	Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost	Standard Item (y/n)	Additonal CPC Cost	Standard Item (y/n)	
Base / with Cabinet if required			Document Feeder	\$ 0.004910	n	\$ 0.005950	n	\$ 0.004170	n	
Document Feeder			Finisher		n		n		n	
Scan / Network			Large Capacity Tray		n		n		n	
Paper trays 1 & 2			Paper Tray 1	included	y	included	y	included	y	
			Paper Tray 2	included	y	included	y	included	y	
			Paper Tray 3	\$	n	\$	n	\$	n	
			Paper Tray 4	\$	n	\$	n	\$	n	
Includes all supplies, service, and parts.			Network	included	y	included	y	included	y	
Paper is not included.			Scan	included	y	included	y	included	y	
			Fax	\$	n	\$	n	\$	n	
			Color Print	\$	n	\$	n	\$	n	
			Color Scan	included	y	included	y	included	y	
RANGE										
Low	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost		Monthly Cost	
1	3,334	6,666	Low	\$ 0.044070	\$ 79.67	\$ 0.051780	\$ 91.24	\$ 0.038580	\$ 71.44	
6,667	10,000	13,333	Medium	\$ 0.028180	\$ 136.34	\$ 0.032580	\$ 149.54	\$ 0.025070	\$ 127.01	
13,334	16,667	20,000	High	\$ 0.021840	\$ 195.54	\$ 0.024880	\$ 210.74	\$ 0.019670	\$ 184.69	
					Yearly Cost		Yearly Cost		Yearly Cost	
1	3,334	6,666	Low		\$ 956.07		\$ 1,094.85		\$ 857.25	
6,667	10,000	13,333	Medium		\$ 1,636.08		\$ 1,794.48		\$ 1,524.12	
13,334	16,667	20,000	High		\$ 2,346.43		\$ 2,528.83		\$ 2,216.23	
Options:										
Finisher				\$ 0.006390		\$ 0.007740		\$ 0.005440		
Large Capacity Tray				\$ 0.004730		\$ 0.005720		\$ 0.004020		
Paper Tray 3				\$ 0.003540		\$ 0.004290		\$ 0.003010		
Fax				\$ 0.004930		\$ 0.005970		\$ 0.004190		
Low volume based on 1500 minimum monthly pages										
Med volume based on 3000 minimum monthly pages										
High volume based on 5000 minimum monthly pages										
Overage B/W CPC				\$ 0.00740		\$ 0.00740		\$ 0.00740		

12/14/2012

pg 1 of 19

48mo 13 - 22ppm

12PSX0026 Price Evaluation

			48 Month		36 Month		60 Month			
Cost Per Copy (Copiers) 13 ppm - 22ppm e-STUDIO2540C										
			Volume:		CPC Cost		CPC Cost		CPC Cost	
			BASE	Low	\$ 0.077390		\$ 0.092160		\$ 0.066890	
				Medium	\$ 0.042290		\$ 0.049680		\$ 0.037050	
High	\$ 0.028250			\$ 0.032690		\$ 0.025100				
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and parts. Paper is not included.			Item	Additonal CPC Cost	Standard Item (v/n)	Additonal CPC Cost	Standard Item (v/n)	Additonal CPC Cost	Standard Item (v/n)	
			Document Feeder	\$ 0.004910	n	\$ 0.005950	n	\$ 0.004170	n	
			Finisher		n		n		n	
			Large Capacity Tray		n		n		n	
			Paper Tray 1	included	y	included	y	included	y	
			Paper Tray 2	included	y	included	y	included	y	
			Paper Tray 3	\$	n	\$	n	\$	n	
			Paper Tray 4	\$	n	\$	n	\$	n	
			Network	included	y	included	y	included	y	
			Scan	included	y	included	y	included	y	
			Fax	\$	n	\$	n	\$	n	
			Color Print	\$ 0.043500	n	\$ 0.043500	n	\$ 0.043500	n	
			Color Scan	included	y	included	y	included	y	
RANGE										
Low	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost		Monthly Cost	
1	3,334	6,666	Low	\$ 0.082300	\$ 136.65	\$ 0.098110	\$ 160.37	\$ 0.071060	\$ 119.79	
6,667	10,000	13,333	Medium	\$ 0.047200	\$ 192.00	\$ 0.055630	\$ 217.29	\$ 0.041220	\$ 174.06	
13,334	16,667	20,000	High	\$ 0.033160	\$ 249.80	\$ 0.038640	\$ 277.20	\$ 0.029270	\$ 230.35	
					Yearly Cost		Yearly Cost		Yearly Cost	
1	3,334	6,666	Low		\$ 1,639.81		\$ 1,924.39		\$ 1,437.49	
6,667	10,000	13,333	Medium		\$ 2,304.00		\$ 2,607.48		\$ 2,088.72	
13,334	16,667	20,000	High		\$ 2,997.63		\$ 3,326.43		\$ 2,764.23	
Options:										
Finisher				\$ 0.007760		\$ 0.009390		\$ 0.006600		
Large Capacity Tray				\$ 0.004350		\$ 0.005270		\$ 0.003700		
Paper Tray 3				\$ 0.003540		\$ 0.004290		\$ 0.003010		
Paper Tray 4				\$ 0.002230		\$ 0.002690		\$ 0.001890		
Fax				\$ 0.004930		\$ 0.005970		\$ 0.004190		
Low volume based on 1500 minimum monthly pages										
Med volume based on 3000 minimum monthly pages										
High volume based on 5000 minimum monthly pages										
Overage B/W CPC				\$ 0.00720		\$ 0.00720		\$ 0.00720		

Cost Per Copy (Copiers) 23 ppm - 45ppm e-STUDIO456			48 Month		36 Month		60 Month		
			CPC Cost		CPC Cost		CPC Cost		
BASE	Volume:								
	Low	\$ 0.011420		\$ 0.012760		\$ 0.010460			
	Medium	\$ 0.010130		\$ 0.011210		\$ 0.009370			
	High	\$ 0.008420		\$ 0.009140		\$ 0.007900			
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and parts. Paper is not included.	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)		
	Document Feeder	\$ 0.000920	n	\$ 0.001120	n	\$ 0.000780	n		
	Finisher	\$ 0.001200	n	\$ 0.001450	n	\$ 0.001020	n		
	Large Capacity Tray	\$ 0.000890	n	\$ 0.001070	n	\$ 0.000750	n		
	Paper Tray 1	included	y	included	y	included	y		
	Paper Tray 2	included	y	included	y	included	y		
	Paper Tray 3		n		n		n		
	Paper Tray 4		n		n		n		
	Network	included	y	included	y	included	y		
	Scan	included	y	included	y	included	y		
	Fax		n		n		n		
	Color Print	\$		\$		\$			
Color Scan	included	y	included	y	included	y			
RANGE									
Low	Average	High	TOTAL CPC	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost		
20,000	26,667	33,333	Low	\$ 0.014430	\$ 208.77	\$ 0.016400	\$ 224.53	\$ 0.013010	\$ 197.41
33,334	40,000	46,666	Medium	\$ 0.013140	\$ 281.40	\$ 0.014850	\$ 298.50	\$ 0.011920	\$ 269.20
46,667	53,334	60,000	High	\$ 0.011430	\$ 363.12	\$ 0.012780	\$ 383.37	\$ 0.010450	\$ 348.42
					Yearly Cost		Yearly Cost		Yearly Cost
20,000	26,667	33,333	Low		\$ 2,505.27		\$ 2,694.39		\$ 2,368.95
33,334	40,000	46,666	Medium		\$ 3,376.80		\$ 3,582.00		\$ 3,230.40
46,667	53,334	60,000	High		\$ 4,357.41		\$ 4,600.41		\$ 4,181.01
Options:									
Paper Tray 3			\$ 0.000660		\$ 0.000800		\$ 0.000590		
Paper Tray 4			\$ 0.000380		\$ 0.000460		\$ 0.000320		
Fax			\$ 0.000920		\$ 0.001120		\$ 0.000790		
Low volume based on 8000 minimum monthly pages									
Med volume based on 10000 minimum monthly pages									
High volume based on 15000 minimum monthly pages									
Overage B/W CPC			\$ 0.00500		\$ 0.00500		\$ 0.00500		

Cost Per Copy (Copiers) 23 ppm - 45ppm e-STUDIO4540C			48 Month		36 Month		60 Month		
			CPC Cost		CPC Cost		CPC Cost		
BASE	Volume:								
	Low	\$ 0.020250		\$ 0.023330		\$ 0.018060			
	Medium	\$ 0.017310		\$ 0.019780		\$ 0.015570			
	High	\$ 0.013410		\$ 0.015060		\$ 0.012240			
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and parts. Paper is not included.	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)		
	Document Feeder	\$ 0.000920	n	\$ 0.001120	n	\$ 0.000780	n		
	Finisher	\$ 0.001460	n	\$ 0.001760	n	\$ 0.001240	n		
	Large Capacity Tray	\$ 0.000820	n	\$ 0.000990	n	\$ 0.000690	n		
	Paper Tray 1	included	y	included	y	included	y		
	Paper Tray 2	included	y	included	y	included	y		
	Paper Tray 3		n		n		n		
	Paper Tray 4		n		n		n		
	Network	included	y	included	y	included	y		
	Scan	included	y	included	y	included	y		
	Fax		n		n		n		
	Color Print	\$ 0.030400		\$ 0.030400		\$ 0.030400			
	Color Scan	included	y	included	y	included	y		
RANGE									
Low	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost		
20,000	26,667	33,333	Low	\$ 0.023450	\$ 292.13	\$ 0.027200	\$ 322.13	\$ 0.020770	\$ 270.69
33,334	40,000	46,666	Medium	\$ 0.020510	\$ 373.10	\$ 0.023650	\$ 404.50	\$ 0.018280	\$ 350.80
46,667	53,334	60,000	High	\$ 0.016610	\$ 463.82	\$ 0.018930	\$ 498.62	\$ 0.014950	\$ 438.92
					Yearly Cost		Yearly Cost		Yearly Cost
20,000	26,667	33,333	Low		\$ 3,505.59		\$ 3,865.59		\$ 3,248.31
33,334	40,000	46,666	Medium		\$ 4,477.20		\$ 4,854.00		\$ 4,209.60
46,667	53,334	60,000	High		\$ 5,565.81		\$ 5,983.41		\$ 5,267.01
Options:									
Paper Tray 3			\$ 0.000660		\$ 0.000800		\$ 0.000590		
Paper Tray 4			\$ 0.000420		\$ 0.000510		\$ 0.000360		
Fax			\$ 0.000920		\$ 0.001120		\$ 0.000790		
Low volume based on 8000 minimum monthly pages									
Med volume based on 10000 minimum monthly pages									
High volume based on 15000 minimum monthly pages									
Overage B/W CPC			\$ 0.00560		\$ 0.00560		\$ 0.00560		

		48 Month		36 Month		60 Month		
		PPM						
		CPC Cost		CPC Cost		CPC Cost		
BASE	Low	\$ 0.007120		\$ 0.008010		\$ 0.006490		
	Medium	\$ 0.006180		\$ 0.006870		\$ 0.005690		
	High	\$ 0.005590		\$ 0.006150		\$ 0.005180		
	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	
	Document Feeder	Included	y	Included	y	Included	y	
	Finisher	\$ 0.000770	n	\$ 0.000930	n	\$ 0.000650	n	
	Large Capacity Tray	\$ 0.000440	n	\$ 0.000530	n	\$ 0.000370	n	
	Paper Tray 1	Included	y	Included	y	Included	y	
	Paper Tray 2	Included	y	Included	y	Included	y	
	Paper Tray 3	Included	y	Included	y	Included	y	
	Paper Tray 4							
	Network	Included	y	Included	y	Included	y	
	Scan	Included	y	Included	y	Included	y	
Fax								
Color Print								
Color Scan	Included	y	Included	y	Included	y		
RANGE								
Average	High	TOTAL CPC		Monthly Cost		Monthly Cost		
66,667	73,333	Low	\$ 0.008330	\$ 383.38	\$ 0.009470	\$ 423.28	\$ 0.007510	\$ 354.68
80,001	86,667	Medium	\$ 0.007390	\$ 434.05	\$ 0.008330	\$ 476.35	\$ 0.006710	\$ 403.45
93,334	100,000	High	\$ 0.006800	\$ 485.17	\$ 0.007610	\$ 529.72	\$ 0.006200	\$ 452.17
			Yearly Cost		Yearly Cost		Yearly Cost	
66,667	73,333	Low	\$ 4,600.59		\$ 5,079.39		\$ 4,256.19	
80,001	86,667	Medium	\$ 5,208.62		\$ 5,716.22		\$ 4,841.42	
93,334	100,000	High	\$ 5,822.02		\$ 6,356.62		\$ 5,426.02	
Options:								
Fax		\$ 0.000210		\$ 0.000260		\$ 0.000180		
v volume based on 35000 minimum monthly pa								
d volume based on 45000 minimum monthly pa								
h volume based on 55000 minimum monthly pa								
Overage B/W CPC		\$ 0.00290		\$ 0.00290		\$ 0.00290		

		48 Month		36 Month		60 Month		
		PPM						
Volume:		CPC Cost		CPC Cost		CPC Cost		
BASE	Low	\$ 0.016390		\$ 0.018950		\$ 0.014570		
	Medium	\$ 0.013350		\$ 0.015270		\$ 0.011970		
	High	\$ 0.010290		\$ 0.011580		\$ 0.009380		
	Item	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	
	Document Feeder	Included	y	Included	y	Included	y	
	Finisher	\$ 0.001560	n	\$ 0.001880	n	\$ 0.001320	n	
	Large Capacity Tray	\$ 0.001020	n	\$ 0.001240	n	\$ 0.000870	n	
	Paper Tray 1	Included	y	Included	y	Included	y	
	Paper Tray 2	Included	y	Included	y	Included	y	
	Paper Tray 3	Included	y	Included	y	Included	y	
	Paper Tray 4							
	Network	Included	y	Included	y	Included	y	
	Scan	Included	y	Included	y	Included	y	
	Fax							
Color Print	\$ 0.021100		\$ 0.021100		\$ 0.021100			
Color Scan	Included	y	Included	y	Included	y		
RANGE								
Average	High	TOTAL CPC	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost		
66,667	73,333	Low	\$ 0.018970	\$ 501.55	\$ 0.022070	\$ 548.05	\$ 0.016760	\$ 468.40
80,001	86,667	Medium	\$ 0.015930	\$ 570.60	\$ 0.018390	\$ 619.80	\$ 0.014160	\$ 535.20
93,334	100,000	High	\$ 0.012870	\$ 652.10	\$ 0.014700	\$ 707.00	\$ 0.011570	\$ 613.10
			Yearly Cost	Yearly Cost	Yearly Cost	Yearly Cost		
66,667	73,333	Low	\$ 6,018.59	\$ 6,576.59	\$ 6,576.59	\$ 5,620.79		
80,001	86,667	Medium	\$ 6,847.23	\$ 7,437.63	\$ 7,437.63	\$ 6,422.43		
93,334	100,000	High	\$ 7,825.23	\$ 8,484.03	\$ 8,484.03	\$ 7,357.23		
Options:								
Fax		\$ 0.000490		\$ 0.000600		\$ 0.000420		
monthly pages								
monthly pages								
monthly pages								
Overage B/W CPC		\$ 0.00420		\$ 0.00420		\$ 0.00420		

			Printer 48		Printer 36		Printer 60		
			PPM	45	45	45			
			Volume:	CPC Cost	CPC Cost	CPC Cost			
16M0258	BASE	Low	\$ 0.022310		\$ 0.024040		\$ 0.021070		
16M0258		Medium	\$ 0.019560		\$ 0.020720		\$ 0.018740		
16M0258		High	\$ 0.018190		\$ 0.019060		\$ 0.017570		
Item			Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	
Paper Tray 1			included	Y	included	Y	included	Y	
Paper Tray 2			\$ 0.000890	n	\$ 0.001070	n	\$ 0.000750	n	
Paper Tray 3				n		n		n	
Paper Tray 4				n		n		n	
Network			included	Y	included	Y	included	Y	
Memory 256MB			included	Y	included	Y	included	Y	
RANGE									
Low	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost	Monthly Cost	
5,000	6,250	7,499	Low	\$ 0.023200	\$ 1,546.66	\$ 0.025110	\$ 1,674.00	\$ 0.021820	\$ 1,454.66
7,500	8,750	9,999	Medium	\$ 0.020450	\$ 1,636.01	\$ 0.021790	\$ 1,743.21	\$ 0.019490	\$ 1,559.21
10,000	12,750	15,500	High	\$ 0.019080	\$ 1,780.81	\$ 0.020130	\$ 1,878.81	\$ 0.018320	\$ 1,709.88
					Yearly Cost		Yearly Cost	Yearly Cost	
			Low		\$ 18,559.95		\$ 20,087.95		\$ 17,455.96
			Medium		\$ 19,632.12		\$ 20,918.53		\$ 18,710.52
			High		\$ 21,369.75		\$ 22,545.76		\$ 20,518.55
Options:									

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	18.9%, 13B0500, LEXMARK X264dn Mono Laser MFP - 30ppm	26.7%, 13C1266, LEXMARK XS463de Mono Laser MFP - 40ppm	39.2%, 30G0984, LEXMARK TS652dn Mono Laser Printer - 50ppm
Options (Accessories)	60.6%, 1022301, 512MB DDR-DRAM 100Pin (Replaces KTM1523/512)	60.6%, 1022301, 512MB DDR-DRAM 100Pin (Replaces KTM1523/512)	27.4%, 14F0040, Lexmark MarkNet N8150 802.11g Wireless Print Server (XS463/X466 Only)
Options (Accessories)	27.4%, 14F0040, Lexmark MarkNet N8150 802.11g Wireless Print Server (XS463/X466 Only)	27.4%, 14F0040, Lexmark MarkNet N8150 802.11g Wireless Print Server (XS463/X466 Only)	26.3%, 14F0037, Marknet N8120 Giganet Ethernet Print Server
Options (Accessories)	62.9%, 37X5125, Marknet 8110-v.34 Fax Card (XS463de Only)	62.9%, 37X5125, Marknet 8110-v.34 Fax Card (XS463de Only)	67.2%, 14F0102, Lexmark 80+GB Hard Disk (XS463de Only)
Options (Accessories)	67.2%, 14F0102, Lexmark 80+GB Hard Disk (XS463de Only)	67.2%, 14F0102, Lexmark 80+GB Hard Disk (XS463de Only)	30.7%, 16M1207, Lexmark T65x/X65x Caster Wheelbase
Options (Accessories)	30.7%, 34S0250, 250 Sheet Drawer w/Tray	30.7%, 34S0250, 250 Sheet Drawer w/Tray	30.6%, 30G0800, 250-Sheet Input Drawer Option
Options (Accessories)	30.6%, 34S0550, 550 Sheet Drawer w/Tray	30.6%, 34S0550, 550 Sheet Drawer w/Tray	31.0%, 30G0801, 250-Sheet Input Tray
Options (Accessories)			30.7%, 30G0802, 550-Sheet Input Drawer Option
Options (Accessories)			30.7%, 30G0803, 550-Sheet Input Tray
Options (Accessories)			30.6%, 30G0804, 2000-Sheet Input Drawer Option

Options (Accessories)			30.7%, 30G0806, 250 Sheet Duplex Option for ONLY T650n printer
Options (Accessories)			30.7%, 30G0807, Envelope Feeder for T65x and X658
Options (Accessories)			Sheet Universally Adjustable Lockable Drawer
Options (Accessories)			30.6%, 30G0849, 550-Sheet Lockable Drawer
Options (Accessories)			30.7%, 30G0850, StapleSmart II Finisher for T65x
Options (Accessories)			30.7%, 30G0851, 550-Sheet Output Expander for T65x
Options (Accessories)			30.6%, 30G0852, 5-Bin Mailbox Option for T65x
Options (Accessories)			30.6%, 30G0853, 1850-Sheet High Capacity Output Stacker for T65x
Options (Accessories)			29.9%, 30G0854, T65x 5.1-Inch Spacer
Options (Accessories)			Sheet Universally Adjustable Lockable Drawer
Options (Accessories)			30.6%, 30G0860, 400-Sheet Universally Adjustable Drawer Option
Options (Accessories)			30.4%, 30G0861, 400-Sheet Universally Adjustable Tray

Options (Accessories)			30.9%, 30G0871, 200-Sheet Universally Adjustable Drawer Option
Options (Accessories)			30.8%, 30G0872, 200-Sheet Universally Adjustable Tray
Options (Accessories)			30.8%, 30G0880, Kiosk Presenter for T65x
Options (Accessories)			30.7%, 3052765, Lexmark Swivel Cabinet
Options (Accessories)			45.5%, AX16791037/1, Axiom 512MB DDR-DRAM 200 Pin
Options (Accessories)			39.4%, V1025043-AX, Axiom 1 GB DDR-DRAM 200 Pin
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	B/W Rate 0.02038 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.01416 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.00972 (Maintenance, Service, Supplies, Parts included)

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	16.2%, 3001385, LEXMARK X543dn Color MFP - 21ppm Mono/Color	17.6%, 3001389, LEXMARK X544dn Color MFP - 25ppm Mono/Color	25.3%, 47B0005, LEXMARK CS796de Color Laser Printer - 50ppm
Options (Accessories)	30.6%, 3000551, 650 Sheet Dual Drawer	30.6%, 3000551, 650 Sheet Dual Drawer	23.0%, 47B0110, Lexmark C79x, X79x 550-Sheet Drawer
Options (Accessories)	30.6%, 3051710, 550 Sheet Drawer	30.6%, 3051710, 550 Sheet Drawer	23.0%, 47B0111, Lexmark C79x, X79x 2000-Sheet High Capacity Feeder
Options (Accessories)	30.7%, 3052765, Lexmark Swivel Cabinet	30.7%, 3052765, Lexmark Swivel Cabinet	23.0%, 47B0113, Lexmark C79x, X79x Banner Media Tray
Options (Accessories)	60.6%, 1022301, 512MB DDR-DRAM 100Pin (Replaces KTM1523/512)	60.6%, 1022301, 512MB DDR-DRAM 100Pin (Replaces KTM1523/512)	22.9%, 47B1100, Lexmark C79x, X79x Staple Finisher
Options (Accessories)			22.9%, 47B1101, Lexmark C79x, X79x 5-Bin Mailbox
Options (Accessories)			22.9%, 47B1102, Lexmark C79x, X79x High Capacity Output Stacker
Options (Accessories)			22.9%, 47B1103, Lexmark C79x, X79x Staple Finisher with Hole Punch
Options (Accessories)			45.5%, AX16791037/1, Axiom 512MB DDR-DRAM 200 Pin
Options (Accessories)			23.0%, 14F0245, Lexmark 256MB Flash Card
Options (Accessories)			MarkNet N8250 802.11b/g/n Wireless Print Server (US/Americas)

Options (Accessories)			23.0%, 47B0114, C79x, X79x Caster Base
Options (Accessories)			22.7%, 47B0112, C79x, X79x Spacer
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	0.19473 CLR/0.04427 BW (Maintenance, Service, Supplies, Parts included)	0.16211 CLR/0.03822 BW (Maintenance, Service, Supplies, Parts included)	0.07452 CLR/0.01542 BW (Maintenance, Service, Supplies, Parts included)

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	6.8%, CE841A#BGJ, HP LASERJET M1212NF MFP	12.0%, CE459A#ABA, HP LASERJET P2055DN	18.6%, CE992A#BGJ, HP LASERJET ENTERPRISE 600 M602DN
Options (Accessories)		34.2%, CB423A, HP - Memory - 256 MB - SO DIMM 144-pin - DDR2 - 400 MHz	18.3%, CE998A, HP LaserJet 500-sheet Input Tray Feeder
Options (Accessories)		18.3%, CE464A, 500-Sheet Input Tray HP LaserJet	18.4%, CE398A, HP LaserJet 1500-sheet High Capacity Input Tray Feeder
Options (Accessories)			-4.2%, CB527A, HP LaserJet Custom Media Cassette
Options (Accessories)			18.3%, CF062A, HP LaserJet Automatic Duplexer for Two-sided
Options (Accessories)			18.4%, CE997A, HP LaserJet 500-sheet 5-bin Mailbox
Options (Accessories)			18.3%, CE399A, HP LaserJet 75-sheet Envelope Feeder
Options (Accessories)			18.6%, CE404A, HP LaserJet 500-sheet Stacker
Options (Accessories)			18.3%, CE405A, HP LaserJet 500-sheet Stapler/Stacker
Options (Accessories)			5.3%, CB525A, Printer Stand

Options (Accessories)			34.3%, CE483A, HP 512 MB 144-pin x32 DDR2 DIMM
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	B/W Rate 0.04818 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.05278 (Maintenance, Service, Supplies, Parts included)	B/W Rate 0.01768 (Maintenance, Service, Supplies, Parts included)

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	14.4%, CE903A#BGJ, HP LASERJET PRO 300 COLOR MFP M375NW	17.9%, CF082A#BGJ, HP LASERJET ENTERPRISE 500 COLOR M551DN	19.8%, CC494A#BGJ, HP COLOR LASERJET ENTERPRISE CP4525DN
Options (Accessories)		18.5%, CF084A, HP Color LaserJet 500-sheet Paper and Heavy Media Tray	34.3%, CE467A, DDR2 DIMM (200-pin): 512 MB
Options (Accessories)		34.3%, CC411A, DDR2 DIMM (200-pin): 512 MB	9.4%, J8019A, HP High-Performance Secure EIO Hard Disk
Options (Accessories)		12.5%, CC497A, HP Postcard Media Insert Tray for CP4525	10.2%, CC423A, HP 3 X 500 Sheet Paper Feeder and Stand
Options (Accessories)		18.5%, CE522A, HP 500-Sheet Input Tray FOR CM3530	10.3%, CC422A, HP 500 Sheet Paper Feeder and Cabinet
Options (Accessories)		10.1%, J7972G, HP 1284B Parallel Card	12.5%, CC497A, HP Postcard Media Insert Tray for CP4525
Options (Accessories)		9.4%, J8019A, HP High-Performance Secure EIO Hard Disk	
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Included in Maintenance below	Included in Maintenance below	Included in Maintenance below
Maintenance (Includes all service, and parts)	0.15628 CLR/0.04200 BW (Maintenance, Service, Supplies, Parts included)	0.15852 CLR/0.02738 BW (Maintenance, Service, Supplies, Parts included)	0.07067 CLR/0.01549 BW (Maintenance, Service, Supplies, Parts included)

Fax Machines Percentage off Manufacture's List Price

PPM	13-22	23-45	45+
Base Equipment	60%		
500 Sheet Cassette	71%		
Handset	71%		
Desktop Product Power Prote	61%		
Power Doctor	43%		
Power Manager 15Amp	51%		
Stand	N/A		
Five User Version with OCR	67%		
Upgrade from 5 to 10 User wit	36%		
Upgrade from 10 to 25 User w	36%		
Upgrade from 25 to 50 User w	35%		
Upgrade from 50 to 100 User	35%		

Upgrade from 100 to 150 Use	35%		
Upgrade from 150 to 250 Use	36%		
Upgrade from 250 to 500 Use	42%		
Additional Device License (1)	45%		
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Toner Kit: \$105 Drum Kit: \$63		
Maintenance (Includes all service, and parts)	Optional Extended Maintenance: 9 Months (\$112), YR 2 (\$165), YR 3 (\$181)		
Base Equipment	59%		
2nd Cassette	60%		
33.6 2nd Line Fax	62%		
Handset	50%		
Desktop Product Power Prote	61%		

Power Doctor	43%		
Power Manager 15Amp	51%		
Five User Version with OCR	67%		
Upgrade from 5 to 10 User with	36%		
Upgrade from 10 to 25 User with	36%		
Upgrade from 25 to 50 User with	35%		
Upgrade from 50 to 100 User	35%		
Upgrade from 100 to 150 User	35%		
Upgrade from 150 to 250 User	36%		
Upgrade from 250 to 500 User	42%		
Additional Device License (1)	45%		
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	Toner Kit: \$166		

Maintenance (Includes all service, and parts)	Optional Extended Maintenance: 9 Months (\$169), YR 2 (\$248), YR 3 (\$272)		
---	---	--	--



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Tony DeLuca
Contract Specialist

(860)713-5070
Telephone Number

CONTRACT AWARD NO.:

12PSX0026

Contract Award Date:

1 August 2012

RFP Due Date:

10 April 2012

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Office Equipment - Copiers, Printers, Fax

FOR: All Using Agencies, Political Subs and qualified Non-Profits

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Date of Award through 6/30/2017

AGENCY REQUISITION NUMBER: N/A

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
N/A	\$12,000,000.00 Est. Annual	N/A	\$12,000,000.00 Est. Annual

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **A & A Office Systems, Inc.**

Company Address: **909 Middle Street, Middletown, CT 06457**

Tel. No.: **860.635.5053 or 800.486.7426** Fax No.: **860.635.5280**

Contact Person: **John J. Sullivan / JayNkonoki (Account Manager)**

Contact Person Address: **As Above**

Company E-mail Address and/or Company Web Site: jnkonoki@aaofficeonline.com

Remittance Address: **909 Middle Street, Middletown, CT 06457**

Certification Type (SBE, MBE or None): **SBE**

Terms: **Net 30 Days**

Contract Value: **\$12,000,000.00 Est. Ann.**

Delivery: **ARO**

Agrees to Supply Political SubDivisions: **YES**

APPROVED _____

Martin Anderson, Ph.D.
Deputy Commissioner

(Original Signature on Document in Procurement Files)

Tony DeLuca

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

12PSX0026

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

A&A OFFICE SYSTEMS, INC.

Awarded Contractor

**FOR THE PURCHASE AND SALE OF
OFFICE EQUIPMENT COPIERS, PRINTERS, FAX**

August 1, 2012

Contract Award Date

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Setoff
 23. Force Majeure
 24. Advertising
 25. Americans With Disabilities Act
 26. Representations and Warranties
 27. Representations and Warranties Concerning Motor Vehicles
 28. Disclosure of Contractor Parties Litigation
 29. Entirety of Contract
 30. Exhibits
 31. Executive Orders
 32. Non-Discrimination
 33. Tangible Personal Property
 34. Whistleblowing
 35. Notice
 36. Insurance
 37. Headings
 38. Number and Gender
 39. Parties
 40. Contractor Changes
 41. Further Assurances
 42. Audit and Inspection of Plants, Places of Business and Records
 43. Background Checks
 44. Continued Performance
 45. Working and Labor Synergies
 46. Contractor Responsibility
 47. Severability
 48. Confidential Information
 49. Interpretation
 50. Cross-Default
 51. Disclosure of Records
 52. Summary of State Ethics Laws
 53. Sovereign Immunity
 54. Time of the Essence
 55. Reserved
 56. Campaign Contribution Restriction
 57. Health Insurance Portability and Accountability Act
 58. Protection of Confidential Information
 59. Data Storage Devices
 - 60.
- EXHIBIT A** - Description of Goods and Services
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - SEEC Form 11

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

This Contract (the "Contract") is made as of the First day of August, in the year 2012, by and between, A&A Office Systems, Inc. (the "Contractor,") with a principal place of business at 909 Middle Street, Middletown, CT 06457, acting by John J. Sullivan, its President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Martin Anderson, Ph.D., its Deputy Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: All Using State Agencies and Political Subdivisions
 - (c) Click Charge: The cost for each transaction e.g. cost per copy made.
 - (d) Cost Per Copy: (CPC) the charge for each transaction which is associated with copiers.
 - (e) Cost Per Print: (CPP) the charge for each transaction which is associated with printers.
 - (f) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (g) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (h) **Contract:** The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
- (i) **Contractor:** A person or entity who submits a Proposal and who executes a Contract.
- (j) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (k) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (l) **Equipment:** Copier (Multi Functional Device), printer (Multi Functional Printer), fax machine. Multi-functional Device: An MFP (Multi Function Product/ Printer/ Peripheral), multifunctional, or Multifunction Device (MFD), is an office machine which incorporates the functionality of multiple devices in one, so as to have a smaller footprint or to provide centralized document management/distribution/production in a large-office setting.
- (m) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (n) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (o) **Goods or Services:** Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) **Managed Print Services:** (MPS) involve managing hardcopy device fleets (copiers, printers, multifunction devices, and fax equipment) in a unified fashion. The term is typically associated with outsourcing the fleet to an external vendor. Managed Document Services (MDS) is a close relation to MPS where vendors consider the service to be wider than simply print.
- (q) **Placement Term:** The period of time that the Equipment is scheduled to be installed e.g. thirty six (36), forty eight (48), and sixty (60) months.
- (r) **Proposal:** A Proposer's submittal in response to a Request for Proposals.
- (s) **Proposer Parties:** A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.

- (t) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (u) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (v) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (w) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (x) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (y) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Date of award through June 30, 2017. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the

form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Contract Specialist for Contract # 12PSX0026

If to the Contractor:

A&A Office Systems, Inc.
John J. Sullivan, President
909 Middle Street
Middletown CT 06457

Signatory Name: _____ Title: President

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Contract # **12PSX0026**

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

(d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Plants, Places of Business and Records.

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

(b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

55. Reserved

56. Campaign Contribution Restriction. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].

57. Health Care Portability and Accountability Act.

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
- (2) "Business Associate" shall mean the or Contractor or Contractor Parties.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from

Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments,

penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the

Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

59. Data Storage Devices

Neither the Contractor nor Contractor Parties shall remove from a State facility for any time or any reason any hard drives or other data storage devices that are installed in or are in any other way considered to be a part of the Equipment, such as any "plug in" devices (collectively, "Data Storage Devices"). The Contractor shall not remove from a State facility for any time or any reason the Equipment without first transferring to the Contract User, and the Contract User shall accept, all ownership, title, rights and interest of, to and in the Data Storage Devices. The Contractor shall remove the Data Storage Devices from the Equipment, but only in the presence of a duly authorized agent of the Contract User and only in accordance with the terms of a written request which the Contract User shall have previously delivered to the Contractor. Upon removal, the Contractor shall immediately transfer possession of the Data Storage Devices to the duly authorized agent of the Contract User. The Contractor's failure to transfer immediately possession of the removed Data Storage Devices to a duly authorized agent of the Contract User shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Contract User, the Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data stored in the Data Storage Devices.

Contractor Parties will Perform for any purpose under this Section, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Section, "Perform" shall include, but not be limited to, the obligations relating to the transfer

Contract # 12PSX0026

Contract Document

RFP-50 Rev. 12/2011

Prev. Rev. 10/2011

of title, removal and transfer of possession of the Data Storage Devices and indemnifying and holding harmless the Contract User, the Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Contract User, such information as the Contract User may identify to ensure, in the Contract User's sole determination, compliance with the provisions of this paragraph." For the purpose of this Section, Contractor Parties shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the

If Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity

60. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

A&A Office Systems, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

John J. Sullivan

Martin Anderson, Ph.D.

Print or Type

Print or Type

Title: President

Title: Deputy Commissioner

EXHIBIT A DESCRIPTION OF GOODS AND SERVICES

- 1.1 Technical Specifications: All Equipment shall have networking capability. Equipment shall be able to support current and future Information Technology (IT) requirements and policies at no additional cost. Links are listed below:

<http://www.ct.gov/best/cwp/view.asp?a=3978&q=462024&bestNav=>

<http://www.ct.gov/best/cwp/view.asp?a=1245&q=253994&doitNav=&bestNav=>

- 1.2 Equipment: All Equipment provided shall be factory new and not “refurbished”.
- 1.3 Energy Star: All Equipment shall comply with Energy Star requirements and carry Energy Star labeling. Equipment provided shall comply with current Energy Star requirements on the date of placement and shall be in compliance with (Sec. 4a-67c: Equipment and appliances for Client Agency use, energy standards). Contractor shall ensure that all Energy Star features of the Equipment are installed and operational for the life of the placement.
- 1.4 Electrical Connections: Equipment which is not normal 110/15 AMP compliant shall require pre-installation notification to the Client Agency. Equipment shall have external surge protection in addition to any internal protection for the data and phone lines. Damage to the Equipment with inappropriate protection shall be at the risk of the Contractor and shall be replaced at no cost to the Client Agency.
- 1.5 Computer Connected Equipment: All Equipment provided shall include all of the required Equipment and software to permit connection to any of the Client Agency’s networks. Installation shall be at no additional cost to the Client Agency.
- 1.6 Availability of Products: Contractor shall be able and certified by the manufacturer to provide all Equipment required by this Contract. In the event that furnished Equipment is discontinued, Contractor shall provide replacement Equipment equal to or better than the discontinued Equipment. Contractor shall provide the DAS Contract Specialist with notification within ten (10) business days prior to the initial introduction of the Equipment as a replacement item for use in this Contract with prior approval of DAS.
- 1.7 Software Upgrades: All Equipment shall be updated to contain the most current versions of software available for the applicable unit(s). All updates shall be made at no additional cost to the Client Agency.
- 1.8 Equipment provided with document feeders and duplexing features shall operate at a minimum of sixty percent (60%) of rated speed for that device.
- 1.9 Scanning: Click charges for scanning are not permitted.
- 1.10 Security: Equipment hard drives and encryption protocols shall; at the minimum, conform to the Client Agency’s requirements. See Exhibit A-1. The Contractor may introduce additional security features as part of the initial placement with prior review and approval from DAS.
- 1.11 Placement terms: The placement (length) of Equipment terms shall be Thirty-six (36), Forty-eight (48) or sixty (60) months.

1.12 Performance: Equipment shall maintain; at the minimum, a 97% or better up-time. Down-time shall be computed from the time the Contractor representative is notified of an Equipment failure until the Equipment is fully operational. The Client Agency shall determine what is the definition of down-time. Equipment that does not meet the performance standard of 97% for two (2) consecutive months or for three (3) months in a rolling twelve (12) months shall be replaced by the Contractor with equal or better Equipment.

2.0 Support

2.1 Equipment Performance: Equipment shall maintain a minimum average 97% uptime by unit or fleet; whichever is applicable. Uptime shall be based on a calendar month of thirty (30) days. Equipment which fails to meet this requirement for a calendar month may; at the discretion of DAS, be replaced with new comparable Equipment. If within ninety (90) days of the initial installation of Equipment that Equipment fails to maintain a 97% uptime the Equipment shall be replaced at no additional cost to the Client Agency.

2.2 Inquiries: All inquiries to sales or general administration shall receive a response from the Contractor within one (1) business day.

2.3 Service Requests: Service requests from Client Agency shall be acknowledged by the Contractor within one (1) hour of receipt by the Contractor. Contractor shall advise the requestor approximately when the service technician shall arrive to repair the Equipment. Service technicians shall be on-site to affix repair within four (4) hours of when the service request was placed. The affected Equipment shall be repaired to operation within a four (4) hour period, if the affected Equipment cannot be repaired to normal operation with four (4) hours, Contractor shall provide a loaner (equal to or better than the affected Equipment) in lieu of replacement, or in an extreme situation a replacement may be required at the discretion of the Client Agency. Click charges for testing of repairs is not allowed.

The following are key metrics addressed through Service Level Agreements.

Uptime:	Contractor shall set a goal for the highest effectiveness level on Equipment and shall guarantee 97% uptime. Uptime is calculated based on an average over three-month periods. Contractor shall proactively monitor uptime performance and take corrective action with any unit that falls below the threshold. If a pattern is discovered across a segment, root cause analysis shall be employed to discern the cause.
Response Time:	Contractor shall provide a call answer response time of less than one hour after receipt of a service call during normal business hours, Monday through Friday, 7:00 AM to 5:30 PM local time.
Onsite Service Response Time:	Contractor shall provide an average of four hours for on-site service response after receipt of a service call. Onsite service response time shall be calculated based on an average over three-month periods and excludes preventative maintenance calls. Printer response time is next business day.
Hours of Operation:	Contractor maintenance shall be available from 8:00 a.m. to 5:00 p.m. local time, except weekends and holidays. After-hour service, holiday or emergency support is available if desired and additional fees may apply.

Equipment Product Delivery:	Delivery time for new Equipment devices (manufacturers') orders from time of receipt to time of install at Client Agency is approximately 15 to 30 days upon receipt of the order. Supply order fulfillment for legacy and new equipment shall generally occur within three business days.
Printer Delivery:	New printers procured under this contract, Contractor shall ship directly to the Client Agency Alternatively, Contractor may provide installation and training services for an additional fee.
Loaner Equipment	If Equipment is out-of-service more than two (2) consecutive business days after notifying the Contractor or requires off-site service, a loaner shall be provided by the Contractor at no additional charge.
Quality Commitment	All new Equipment shall be backed by a quality commitment program. Should a device not perform to specifications during the term of the contract, Contractor shall either repair to normal operation or replace at no charge to the Client Agency.
Click Charges	Any copies run during a scheduled or remedial call shall be credited with a charge back credit.
Order Acknowledgement	Contractor shall acknowledge all orders within 48 hours (two business days) of receipt from the Client Agency.

2.4 Website: The Contractor shall develop and have a working website within ninety (90) days from the award date of the Contract. Website content and operational functions require pre-approval by the DAS Contract Specialist contract administrator. Web content shall address the product offering, applicable Contract provisions, and functional processes necessary to execute the requirements/responsibilities of the Contact. Contractor may offer additional services/content with prior approval from DAS Procurement.

2.5 Training: Contractor shall provide training and technical to any Client Agency at any location. As requested by Client Agencies, Contractor shall provide onsite training to meet the Client Agency requirements for that specific Client Agency/location.

Basic Operator Training:

This training is for end users and should addresses the basic features and functions of the Equipment . Each location shall receive basic training for an unlimited number of users per session. The initial basic operator training shall cover (at the minimum) these subjects:

- Basic print, copy, scan and/or fax functions (varies by machine)
- Feeder functionality and paper supplies
- Finishing options and exposure settings
- How to make a copy from glass and/or computer
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Who to notify if service is needed (Key Operator, Help Desk, direct call)

Dedicated Key Operator Training

This training is designed to provide a dedicated person(s) (key operator") at each Client Agency with a more in-depth overview of the Equipment than a basic user. An important

objective of the training is to give the key operator(s) hands-on training in non-technical maintenance, such as replacing toner, and cleaning the glass. Each location shall receive comprehensive training on the features, capabilities, and standard applications of the Equipment. Initial key operator training includes basic training and additionally covers (at minimum) topics such as:

- How to add paper and staples
- How to add toner
- How to clear a mis-feed
- How to place a service call
- How to order supplies

As required, Contractor shall provide additional post-implementation training if such a need arises.

- 2.6 Customer Service: Customer service representation shall be available from 7:00 AM to 5:30 PM *local time*, except weekends and Client Agency/Federal holidays via a toll free telephone number which shall coincide with the Client Agency (work) calendar. The Contractors' representative shall be able to handle all facets of inquiry from order entry to disposal of Equipment.
- 2.7 Contractor shall provide analytical services and provide written proposals to the Client Agencies and DAS which shall reduce overall expenses as part of a managed print environment. Contractor shall perform a detailed assessment of the Client Agency's' output environment using the Contractors' tools and methodology. The process should be a collaborative process through which the Contractor shall work with the Client Agency to establish a priority list for these services at select locations. This phased approach shall be structured to enable the Client Agency to reap short-term benefits, while simultaneously developing a long-term print management strategy
- 2.8 Contractor to review and recommend (fleet) services which would combine Equipment and copies produced to provide reduced costs to Client Agencies. Identify inefficiencies such as redundant, underutilized and outdated Equipment, high cost local devices, and costs of store rooms. Perform quantitative and qualitative analysis of the Client Agency's' document production infrastructure from which plans for both current and optimized future configuration, and determine the true total cost of ownership of the Client Agency's' current fleet. Assessment should include a representative sampling of the current fleet of print output devices (including supplies, maintenance and repair), local culture, current processes, environmental impact and costs developed from actual data. Identify areas where improvements can be made, highlight where fleet reduction can benefit productivity, and provide additional strategies in terms of document output, document management and reduction in environmental impact. The result should be a easy-to-understand optimization strategy report with recommendations for cost savings, cost avoidance, document management strategies, best practices, document security and eco-friendly goals, as well as efficiency gains that are to be expected if the proposed solutions are implemented.
- 2.9 Client Agencies shall have the option to select the appropriate reconciliation period for their specific requirements.
- 2.10 Due to nature of this Contract where Equipment is placed into service for a period of time which may exceed the length of the Contract, Contractor shall continue to perform under the terms of the Contract until the end of the existing Placement Term for the Equipment and shall not place (install) new Equipment.

2.11 Placement Term

Contractor shall hold title to all Equipment for the term of the Placement except for purchased Equipment as described in Section 2.12. The Client Agency shall have no equity in the Equipment. Contractor shall be responsible for the payment of any and all local property taxes and insurance on Equipment provided to the Client Agency under this Contract. Contractor shall provide all required services, such as repairs including necessary adjustment(s), and replacements of all unserviceable parts, including but not limited to drums, maintenance kits, electronic boards, and power supplies ("Maintenance"), and consumable supplies including but not limited to toner and staples required for the Equipment to perform all of its functions as designed by the Original Equipment Manufacturers ("Supplies") (except paper).

2.12 Purchase/Maintenance

The Client Agency shall hold title to all Equipment purchased under this Contract. No lease or rental options are allowed. Contractor shall provide all required maintenance and Supplies (except paper) for the purchased Equipment to perform, as listed in Exhibit B. The maintenance requirement also applies to owned Equipment currently in place.

2.13 Additional Agreements

Additional agreements shall not be allowed. This Contract and Client Agency Purchase Order (PO) shall be the only documentation allowed for the purchase of or Placement of Equipment. Client Agency personnel are not authorized to sign any additional agreement(s) from the Contractor. The PO shall reference this Contract and shall not deviate from the goods and services offered under this Contract.

The Contractor shall not introduce any documents including but not limited to third party lease or rental agreements, maintenance and service agreements to the Client Agencies for the acquisition, purchase or Placement of any Equipment. Such documents shall be null and void. Any document utilized other than this Contract and the Client Agency PO(s) shall be invalid and all liability shall be the responsibility of the Contractor. Any Equipment delivered and installed under any of these null and void circumstances shall be removed immediately by the Contractor and at the expense of the Contractor.

2.14 Summer School Waiver

For the months of July and August ("Summer Months"), town schools, technical and community colleges, and universities ("Schools") may have significantly lower volumes than the required volume for the specific Equipment listed in Exhibit A. For these Equipment Placements, the Client Agency and the Contractor shall agree that for each summer month the specified Equipment Placement term shall be extended by the equal amount of summer months.

2.15 Purchase of Equipment

For the purchase of Equipment, the Contractor shall provide Equipment based on a discount off the manufacturer's current list price as listed in Exhibit B. The Contractor shall provide all promotional pricing (e.g. internet special, overstock, model changeover, etc.) if lower than manufacturer's list price minus the Contract discount.

2.16 Lockout Items

Lockout items are items that may be listed in a manufacturer's general catalog but are not available for acquisition under this Contract because they are either not considered to be digital copier equipment or are available under another existing State contract(s).

Categories of lockout items may include, but are not limited to, the following:
Digital Duplicators

Analog Copiers
Standalone Digital Scanners
Production printer or press.
Paper as a consumable
Software not related to the operation of Equipment listed in this Contract

In the event, the Contractor receives an order for a lockout item, or any item, which is not part of this contract the Contractor, shall do the following:
Notify the Client Agency in writing to refuse delivery, and
Bring to the immediate attention of DAS.

2.17 Guarantee/Warranty (Purchased and Placed Equipment)

Contractor shall guarantee that all Equipment items offered and that all the parts and Supplies used in performing Maintenance are standard New, Factory-Produced New Model, currently in production with Original Equipment Manufacturers parts regularly used for the type of Equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice and that such parts are all in production and not likely to be discontinued. All Equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

Purchased Equipment delivered shall be guaranteed against faulty material for at least one year from the date of delivery and installation if such fault develops during this period the Contractor agrees to replace the part affected or Equipment at the Client Agency location without cost to the Client Agency. Each purchased Equipment shall be maintained by the Contractor during the first year at the Maintenance cost listed on Exhibit A of this Contract. Contractor shall supply consumables during the one-year period at the cost listed in Exhibit A of this Contract.

2.18 Maintenance (Equipment Placements)

Maintenance: repairing/servicing of Equipment; shall include all labor and travel expenses to the Client Agency. All Maintenance calls shall be logged and reported to the designated Client Agency on a monthly basis (including the time of call and response time offered by the Contractor's technician). The maximum Maintenance response time for on-site maintenance is the maximum time before a certified technician appears on-site and is fully prepared to affect all of the necessary repairs.

Contractor shall provide loaner Equipment in like for like basis for any Equipment that cannot be put back in operating condition within three (3) days from original service call. (Like for like shall be Equipment with equal or similar features and market type).

For Contractors not responding to a service call within twenty-four (24) consecutive hours of notification, excluding company, State or federal holidays and weekends and the call is placed during normal business hours. Contractor shall be provided notice that a competitive supplier may be contacted for immediate service. Such charges shall be deducted from the monthly billing of the delinquent Contractor.

If a Contractor fails to respond within the twenty-four (24) consecutive hour period, excluding company, State or federal holidays and weekends on three documented occasions during the Contract, the Equipment Placement or the Contract, at the discretion of The State may be cancelled and re-awarded. A response shall be defined as a service representative visiting the Client Agency and working on the specific Equipment called for servicing.

Contractor shall guarantee uptime of 97% (from time of call to resolution of problem) for each installed Equipment. This does not include any regular scheduled routine Maintenance, operator training, or toner/supply replacement. Uptime is to be calculated for any 90-day period. Machines failing to maintain 97% uptime shall be removed at no cost to the Client Agency and

replaced by Contractor with an identical model, or one with comparable features and capabilities that meets or exceed current level of Equipment.

Equipment Maintenance shall be performed during regular working hours Monday through Friday excluding company, State or federal holidays and weekends.

Contractor shall meet or exceed all of the manufacturer's preventive Maintenance requirements. All Equipment parts and Supplies shall be from the Original Equipment Manufacturer or an Original Equipment Manufacturer approved provider.

2.19 Discounted Pricing

The discount, as awarded in Exhibit B shall be a minimum discount and shall remain firm for the entire Contract period. Additional discounts may be negotiated between the State and the Contractor for large volume orders or for other procurements where additional discounts may be appropriate. Contractors shall make the Client Agency aware of any Manufacturer's promotions and discounts being offered as they apply to the current Contract. If discount programs are available for educational purchases, Contractors shall offer them. Options not indicated in "Exhibit B - Price Schedule" shall be a percentage discount off Manufacturer's list pricing as applied to the base CPC or CPP.

2.20 Price Decreases:

Price decreases shall become immediately effective on the date specified in the Manufacturer's printed notice of change. Price decreases shall also include promotional pricing, and the Client Agency shall receive the lower of the promotional pricing, and the negotiated contract discount price. The Contractor shall bill the Client Agency at the reduced prices for all deliveries made on and after the date of the manufacturer's price reduction. The Contractor shall also promptly provide the DAS with a letter of notice concerning the decrease in price of Equipment for distribution to all Client Agencies.

2.21 Cost Saving Clause

The State reserves the right either to seek additional discounts from the Contractor, or to contract separately for a single purchase for a particular Client Agency, project or other immediate procurements if, in the judgment of the State, the quantity required is sufficiently large to enable the Client Agency to realize a cost saving over and above the published contract prices, whether or not such a savings actually occurs.

3.0 Order Acknowledgement, Delivery, Installation, Removal, Security and Disposal

3.1 Order Acknowledgement: Contractor shall acknowledge receipt of a order within 48 hours of receipt. Delivery, installation and training shall be completed within four (4) weeks of the acknowledged receipt unless other previous (written) arrangement is made with the Client Agency. Any and all delays/variations from this requirement shall be confirmed in writing by the Client Agency. Failure to comply may result in cancellation of the request (purchase order) and damages up to and including cancellation of the Contract.

3.2 Delivery: Client Agencies shall be advised (in writing) at least 48 hours in advance of the delivery of the Equipment.

3.3 Installation: Installation shall be complete including all Equipment, software and network connections. The unit shall be fully operational within 24 hours of delivery of the Equipment. All materials (manuals, training documents, etc.) shall be included at no additional cost to the Client Agency.

- 3.4 Contractors shall remove Equipment within two (2) weeks of receiving a written request from a client or at the conclusion of the placement period unless instructed differently in writing by the client or DAS. Contractor shall be responsible for removal and disposal of Equipment from any manufacturer.
- 3.5 Contractor shall comply with all security requirements including completion of the 'Data Storage Device Transfer Receipt' – Exhibit A-1.
- 3.6 Equipment Relocation: Contractor shall relocate Equipment as requested by the Client Agency at no additional cost to the Client Agency. Relocation shall be as if it is an initial installation with all required services performed at no additional cost to the Client Agency.
- 3.7 Agencies are not authorized nor permitted to sign any separate agreements for the Equipment covered by this Contract.

4.0 Invoicing/Reporting

- 4.1 All invoices shall contain the following information:
 - 1.0 Client Agency/Organization Name
 - 2.0 Address (street, city, Equipment location)
 - 3.0 Client Agency contact name and phone number
 - 4.0 Invoice date and number
 - 5.0 PO number
 - 6.0 Equipment install date, term and upgrade (termination) date
 - 7.0 Rate
 - 8.0 Brand/model
 - 9.0 Equipment Serial number
 - 10.0 Equipment id number
 - 11.0 Billing reconciliation frequency
 - 12.0 Meter reading
 - 13.0 Listing of optional accessories
 - 14.0 Billing period
 - 15.0 Contract number (12PSX0026)
 - 16.0 Total invoiced cost
 - 17.0 Contact information for invoicing queries
- 4.2 Reporting: DAS may require other reports in addition to the minimum required reports listed below. Reports shall be submitted in Microsoft Excel by the 15th of the month following that reporting period.

1. Contract Activity Report (required every other month)

- Client Agency/Organization
- Site Street Address
- Site City
- Location (Client Agency Unit /Department)
- Client Contact (name and telephone number and e-mail if available)
- Install Date (of the Equipment)
- (Placement) Term, 36 or 48 months
- Upgrade (Equipment replacement) Date
- Brand/Model
- Equipment Serial Number
- Equipment ID
- (Billing) Reconciliation (period)
- Equipment Category (e.g. 13-22 page per minute (ppm) black and white (b/w)).
- Model Base CPC /CPP
- Total Accessory CPC/ CPP
- Color CPC/ CPP
- Last (rolling) 12 Month Volume
- Last 12 Month Black and White (B/W) total Volume
- B/W Monthly Average
- Last (rolling) 12 Month Color total Volume
- Color Monthly Average
- Total 12 months (rolling) paid
- Average Monthly Paid

4.3 Equipment Performance (required every other month) :

- Average up-time – all units expressed in a percentage
- Number of Units reported

4.4 Performance Review: Scheduled discussions shall be held to review performance.

5.0 Requirements

5.1 Mandatory Extension to State Entities

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this Contract all references to the "Client Agency" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

5.2 P-Card (Purchasing Credit Card)

Purchases for all Client Agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller. Payments up to \$10,000.00 are authorized.

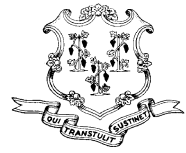
Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the Client Agency's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 2 reporting at the line item level for all orders placed by Client Agency purchasing cards.

Questions regarding the State of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

EXHIBIT A-1

HARD DRIVE REMOVAL PROCEDURE/SECURITY



12PSX0026

Equipment which has a hard drive shall not be removed from a Client Agency facility before the Contractor uninstalls the hard drive from the Equipment and transfers it to the Client Agency.

Overview of Data Storage Device (hard drive) Removal Procedure

1. Client Agency provides the Contractor with a written request to remove the Equipment.

Client Agency schedules a date and time for removal of the Equipment with the Contractor. If the Client Agency needs to reschedule a removal time, they shall provide a minimum of 24 hours notice to the Contractor. The Contractor may charge a rescheduling fee if 24 hours notice is not provided.

2. Client Agency identifies the person(s) ("Duly Authorized Agent") from the Client Agency who shall secure the hard drive(s) when removed from the Equipment and maintain the required documentation. The Client Agency shall have more than one person identified as a Duly Authorized Agent so pickup cancellations and rescheduling are avoided.
3. Client Agency shall have the Data Storage Device Transfer Receipt (attached) completed with as much information as available.

The Contractor shall assist with serial numbers, and other identification information. It is required that all hard drives be recorded on the Data Storage Device Transfer Receipt and all information is recorded. The Data Storage Device Transfer Receipt must be signed by both the Contractor and the Duly Authorized Agent. A copy of the signed Data Storage Device Transfer Receipt is to be provided to the Contractor.

4. Client Agency shall secure the hard drive and the corresponding Data Storage Device Transfer Receipt. The Duly Authorized agent shall maintain all Data Storage Device Transfer Receipts and secure all Data Storage Devices in accordance with The State of Connecticut, Bureau of Enterprise Systems and Technology (BEST)current procedures regarding the storage and destruction of Data Storage Devices".

Security - Encryption of Data Storage Devices

In addition to the removal of the hard drives, the Contract specifies that all Equipment with hard drives shall have encryption software installed at the Advanced Encryption Standard 256 ("AES256")or better.

Data Storage Device Transfer Receipt



Client Agency:
Duly Authorized Agent:
Client Agency Address:
Client Agency Location: <i>(Equipment Location including Building Number(s), Floor Location, etc.)</i>

Equipment ID#:	Equipment Model Number:	Equipment Serial Number:	Data Storage Device Serial Numbers

Data Storage Device(s) Removal Date:	
---	--

Comments:

The undersigned acknowledge the Data Storage Device(s) identified above has been removed from the Equipment identified above and is now in the possession of the Client Agency Authorized Agent prior to the Equipment being removed from the State location.

CLIENT AGENCY

Authorized Agent Signature

Print Name

Contractors Signature

Print Name

Exhibit B Price Schedule
12PSX0026

Cost Per Copy (Copiers) 13 ppm - 22ppm			48 Month		36 Month		60 Month	
BASE	Volume:		CPC Cost		CPC Cost		CPC Cost	
	Low		\$ 0.028500		\$ 0.032300		\$ 0.024800	
	Medium		\$ 0.019300		\$ 0.021100		\$ 0.017400	
High		\$ 0.015600		\$ 0.016700		\$ 0.014500		
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and parts. Paper is not included.	Item		Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
	Document Feeder		\$ -	Y	\$ -	N	\$ -	Y
	Finisher		\$ -	N	\$ -	N	\$ -	N
	Large Capacity Tray		\$ -	N	\$ -	N	\$ -	N
	Paper Tray 1		included	y	included	y	included	y
	Paper Tray 2		\$ 0.005000	N	\$ 0.006000	N	\$ 0.004000	N
	Paper Tray 3		\$ -	N	\$ -	N	\$ -	N
	Paper Tray 4		\$ -	N	\$ -	N	\$ -	N
	Network		included	Y	included	Y	included	Y
	Scan		included	y	included	y	included	y
	Fax		included	y	included	y	included	y
	Color Print		\$ -	N	\$ -	N	\$ -	N
Color Scan		included	y	included	y	included	y	
Overage Black CPP: \$0.009								
RANGE								
Minimum	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost	Monthly Cost
1,500	2,250	2,999	Low	\$ 0.033500	\$ 50.25	\$ 0.038300	\$ 57.45	\$ 0.028800 \$ 43.20
3,000	4,000	4,999	Medium	\$ 0.024300	\$ 72.90	\$ 0.027100	\$ 81.30	\$ 0.021400 \$ 64.20
5,000	6,500	7,999	High	\$ 0.020600	\$ 103.00	\$ 0.022700	\$ 113.50	\$ 0.018500 \$ 92.50
					Yearly Cost		Yearly Cost	Yearly Cost
1,500	2,250	2,999	Low		\$ 603.00		\$ 689.40	\$ 518.40
3,000	4,000	4,999	Medium		\$ 874.80		\$ 975.60	\$ 770.40
5,000	6,500	7,999	High		\$ 1,236.00		\$ 1,362.00	\$ 1,110.00
Options:								
Cabinet			Included		Included		Included	
GlobalScan License			\$0.012500		\$0.015000		\$0.010000	

Exhibit B Price Schedule
12PSX0026

Cost Per Copy (Copiers) 23 ppm - 45ppm			48 Month		36 Month		60 Month	
			CPC Cost	Standard Item (y/n)	CPC Cost	Standard Item (y/n)	CPC Cost	Standard Item (y/n)
BASE	Volume:		CPC Cost		CPC Cost		CPC Cost	
	Low		\$ 0.015900		\$ 0.018000		\$ 0.014300	
	Medium		\$ 0.013700		\$ 0.015400		\$ 0.012400	
	High		\$ 0.010800		\$ 0.012000		\$ 0.009900	
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and	Item		Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)
	Document Feeder		\$ -	Y	\$ -	Y	\$ -	Y
	Finisher		\$ 0.001200	N	\$ 0.001500	N	\$ 0.001000	N
	Large Capacity Tray			N		N		N
	Paper Tray 1		included	y	included	y	included	y
	Paper Tray 2		included	y	included	y	included	y
	Paper Tray 3			N		N		N
	Paper Tray 4			N		N		N
	Network		included	Y	included	Y	included	Y
	Scan		included	y	included	y	included	y
	Fax		\$ 0.001200	N	\$ 0.001500	N	\$ 0.001000	N
	Color Print		\$	N	\$	N	\$	N
	Color Scan		included	y	included	y	included	y
Overage Black CPP: \$0.005								
Minimum	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost	
8,000	9,000	9,999	Low	\$ 0.017100	\$ 136.80	\$ 0.019500	\$ 156.00	\$ 0.015300
10,000	12,500	14,999	Medium	\$ 0.014900	\$ 149.00	\$ 0.016900	\$ 169.00	\$ 0.013400
15,000	25,000	34,999	High	\$ 0.012000	\$ 180.00	\$ 0.013500	\$ 202.50	\$ 0.010900
					Yearly Cost		Yearly Cost	
8,000	9,000	9,999	Low		\$ 1,641.60		\$ 1,872.00	\$ 1,468.80
10,000	12,500	14,999	Medium		\$ 1,788.00		\$ 2,028.00	\$ 1,608.00
15,000	25,000	34,999	High		\$ 2,160.00		\$ 2,430.00	\$ 1,962.00
Options:								
Large Capacity Tray			\$ 0.001200		\$ 0.001500		\$ 0.001000	
Paper Trays 3 & 4			\$ 0.001200		\$ 0.001500		\$ 0.001000	
Color Print Option (Low Vol.)			\$ 0.005000		\$ 0.008000		\$ 0.004800	
Color Print Option (Med. Vol.)			\$ 0.004000		\$ 0.006200		\$ 0.003800	
Color Print Option (High Vol.)			\$ 0.003000		\$ 0.004000		\$ 0.002800	
Color Click Charge (Required with Color Print Option)			\$ 0.050000		\$ 0.050000		\$ 0.050000	
GlobalScan License			\$ 0.001850		\$ 0.003300		\$ 0.001500	

Exhibit B Price Schedule
12PSX0026

Cost Per Copy (Copiers) 45ppm+			48 Month		36 Month		60 Month		
			CPC Cost		CPC Cost		CPC Cost		
BASE	Volume:		CPC Cost		CPC Cost		CPC Cost		
	Low		\$ 0.008600		\$ 0.009000		\$ 0.008000		
	Medium		\$ 0.008800		\$ 0.009200		\$ 0.008200		
	High		\$ 0.008500		\$ 0.009000		\$ 0.008000		
Sample Model Includes: Base / with Cabinet if required Document Feeder Scan / Network Paper trays 1 & 2 Includes all supplies, service, and	Item		Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	Additional CPC Cost	Standard Item (y/n)	
	Document Feeder		\$ -	Y	\$ -	Y	\$ -	Y	
	Finisher		\$ 0.000600	N	\$ 0.000770	N	\$ 0.000500	N	
	Large Capacity Tray		\$ -	N	\$ -	N	\$ -	N	
	Paper Tray 1		Included	Y	Included	Y	Included	Y	
	Paper Tray 2		Included	Y	Included	Y	Included	Y	
	Paper Tray 3		Included	Y	Included	Y	Included	Y	
	Paper Tray 4		\$ -	N	\$ -	N	\$ -	N	
	Network		Included	Y	Included	Y	Included	Y	
	Scan		Included	Y	Included	Y	Included	Y	
	Fax		\$ 0.000600	N	\$ 0.000660	N	\$ 0.000500	N	
	Color Print								
	Color Scan		Included	Y	Included	Y	Included	Y	
Overage Black CPP: \$0.004									
RANGE									
Minimum	Average	High	TOTAL CPC		Monthly Cost		Monthly Cost	Monthly Cost	
35,000	40,000	44,999	Low	\$ 0.009200	\$ 322.00	\$ 0.009770	\$ 341.95	\$ 0.008500	\$ 297.50
45,000	50,000	54,999	Medium	\$ 0.009400	\$ 423.00	\$ 0.009970	\$ 448.65	\$ 0.008700	\$ 391.50
55,000	55,000	55,000	High	\$ 0.009100	\$ 500.50	\$ 0.009770	\$ 537.35	\$ 0.008500	\$ 467.50
					Yearly Cost		Yearly Cost	Yearly Cost	
30,000	40,000	49,999	Low		\$ 3,864.00		\$ 4,103.40		\$ 3,570.00
50,000	65,000	79,999	Medium		\$ 5,076.00		\$ 5,383.80		\$ 4,698.00
80,000	90,000	99,999	High		\$ 6,006.00		\$ 6,448.20		\$ 5,610.00
Options:									
Large Capacity Tray			\$0.000600		\$0.000660		\$0.000500		
Paper Trays 3 & 4 (Only Necessary for Low Vol. Device)			\$0.000600		\$0.000770		\$0.000500		
Color Print (Low Vol.)			\$0.001000		\$0.001250		\$0.000900		
Color Print (Medium Vol.)			\$0.002000		\$0.002600		\$0.001900		
Color Print (High Vol.)			\$0.002000		\$0.002200		\$0.001500		
Color Click Charge			\$0.045000		\$0.045000		\$0.045000		
Hole Punch (Low Vol.)			\$0.000800		\$0.001000		\$0.000700		
Hole Punch (Medium & High Vol.)			\$0.000180		\$0.000200		\$0.000150		

Exhibit B Price Schedule
12PSX0026

			Printer 48 Months		Printer 36 Months		Printer 60 Months		
Cost Per Print 31-37 ppm			PPM	31-37		31-37		31-37	
			Volume:	CPP Cost		CPP Cost		CPP Cost	
	BASE	Low		\$ 0.014000		\$ 0.014000		\$ 0.014000	
		Medium		\$ 0.014000		\$ 0.014000		\$ 0.014000	
High			\$ 0.013000		\$ 0.013000		\$ 0.013000		
Includes all supplies, service, and parts. Paper is not included.	Item		Additional CPP Cost	Standard Item (y/n)	Additional CPP Cost	Standard Item (y/n)	Additional CPP Cost	Standard Item (y/n)	
	Paper Tray 1		included	Y	included	Y	included	Y	
	Paper Tray 2			N		N		n	
	Paper Tray 3			N		N		n	
	Paper Tray 4			N		N		n	
Purchase Discounts from Mfr. List: 17%			Network	included	Y	included	Y	included	Y
Service and Supply CPP			Memory 256MB	included	Y	included	Y	included	Y
Black CPP: \$ 0.010000									
Color CPP: \$ 0.120000									
RANGE									
Low	Average	High	TOTAL CPP		Monthly Cost		Monthly Cost		Monthly Cost
5,000	6,250	7,499	Low	\$ 0.014000	\$ 87.49	\$ 0.014000	\$ 87.49	\$ 0.014000	\$ 87.49
7,500	8,750	9,999	Medium	\$ 0.014000	\$ 122.49	\$ 0.014000	\$ 122.49	\$ 0.014000	\$ 122.49
10,000	12,750	15,500	High	\$ 0.013000	\$ 165.75	\$ 0.013000	\$ 165.75	\$ 0.013000	\$ 165.75
					Yearly Cost		Yearly Cost		Yearly Cost
			Low		\$ 1,049.92		\$ 1,049.92		\$ 1,049.92
			Medium		\$ 1,469.92		\$ 1,469.92		\$ 1,469.92
			High		\$ 1,989.00		\$ 1,989.00		\$ 1,989.00
Options:									
Double-Sided Printing				\$0.000700		\$0.000700		\$0.000700	
500 Sheet Paper Tray (Add 2 extra trays if desired)				\$0.001000		\$0.001000		\$0.001000	
Color Printer (Low Volume)				\$0.001000		\$0.001000		\$0.001000	
Color Printer (Medium Volume)				\$0.001500		\$0.001500		\$0.001500	
Color Printer (High Volume)				\$0.001000		\$0.001000		\$0.001000	
Color Click Charge (Required with Color Printer)				\$0.120000		\$0.120000		\$0.120000	
Envelope Feeder				\$0.001500		\$0.001500		\$0.001500	

Exhibit B Price Schedule
12PSX0026

			Printer 48 Months		Printer 36 Months		Printer 60 Months		
Cost Per Print 30 - 45 ppm			PPM	30-45		30-45		30-45	
			Volume:	CPP Cost		CPP Cost		CPP Cost	
	BASE	Low		\$ 0.012000		\$ 0.012000		\$ 0.012000	
		Medium		\$ 0.011000		\$ 0.011000		\$ 0.011000	
High			\$ 0.012000		\$ 0.012000		\$ 0.012000		
Includes all supplies, service, and parts. Paper is not included.	Item		Additional CPP Cost	Standard Item (v/n)	Additional CPP Cost	Standard Item (v/n)	Additional CPP Cost	Standard Item (v/n)	
	Paper Tray 1		included	Y	included	Y	included	Y	
	Paper Tray 2			N		N		N	
	Paper Tray 3			N		N		N	
	Paper Tray 4			N		N		N	
Purchase Discounts from Mfr. List: 12%			Network	included	Y	included	Y	included	Y
Service and Supply CPP			Memory 256MB	included	Y	included	Y	included	Y
Black CPP: \$ 0.010000									
Color CPP: \$ 0.120000									
RANGE									
Low	Average	High	TOTAL CPP		Monthly Cost		Monthly Cost		Monthly Cost
5,000	6,250	7,499	Low	\$ 0.012000	\$ 74.99	\$ 0.012000	\$ 74.99	\$ 0.012000	\$ 74.99
			Medium	\$ 0.011000	\$ 96.24	\$ 0.011000	\$ 96.24	\$ 0.011000	\$ 96.24
			High	\$ 0.012000	\$ 153.00	\$ 0.012000	\$ 153.00	\$ 0.012000	\$ 153.00
					Yearly Cost		Yearly Cost		Yearly Cost
			Low		\$ 899.93		\$ 899.93		\$ 899.93
			Medium		\$ 1,154.93		\$ 1,154.93		\$ 1,154.93
			High		\$ 1,836.00		\$ 1,836.00		\$ 1,836.00
Options:									
500 Sheet Paper Tray (Add 2 extra trays if desired)				\$0.000600		\$0.000600		\$0.000600	
Color Printer (Low Volume)				\$0.002400		\$0.002400		\$0.002400	
Color Printer (Medium Volume)				\$0.001500		\$0.001500		\$0.001500	
Color Printer (High Volume)				\$0.001400		\$0.001400		\$0.001400	
Color Click Charge (Required with Color Printer)				\$0.120000		\$0.120000		\$0.120000	

Exhibit B Price Schedule
12PSX0026

Copiers Percentage off Manufactures' List Price			
PPM	13-22	23-45	45+
Base Equipment	50%	50%	40%
Options (Accessories)	50%	50%	50%
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	\$ 0.0040000	\$ 0.0035000	\$ 0.0035000
Maintenance (Includes all service, and parts)	\$ 0.0060000	\$ 0.0040000	\$ 0.0030000
This is percentage off list for copiers only.			

Exhibit B Price Schedule
12PSX0026

Fax Machines Percentage off Manufacture's List Price			
PPM	13-22	23-45	45+
Base Equipment	40%	40%	40%
Options (Accessories)	40%	40%	40%
	Cost	Cost	Cost
Consumable Supplies (Includes all supplies except paper)	Purchase Seperately	Purchase Seperately	Purchase Seperately
Maintenance (Includes all service, and parts)	\$295 Per Year	\$295 Per Year	\$295 Per Year

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Consumable Supplies (Includes all supplies except paper)	\$0.007	\$0.007	\$0.007
Maintenance (Includes all service, and parts)	\$0.003	\$0.003	\$0.003

PPM	13-22	23-45	45+
Base Equipment	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%

Options (Accessories)	17%	17%	17%
Options (Accessories)	17%	17%	17%
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	\$ 0.1080000	\$ 0.1080000	\$ 0.1080000
Maintenance (Includes all service, and parts)	\$ 0.0120000	\$ 0.0120000	\$ 0.0120000

Printers Percentage off Manufactures' List Price

PPM	13-22	23-45	45+
Base Equipment	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Consumable Supplies (Includes all supplies except paper)	\$0.007	\$0.007	\$0.007
Maintenance (Includes all service, and parts)	\$0.003	\$0.003	\$0.003

PPM	13-22	23-45	45+
Base Equipment	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%

Options (Accessories)	12%	12%	12%
Options (Accessories)	12%	12%	12%
	Cost Per Print	Cost Per Print	Cost Per Print
Consumable Supplies (Includes all supplies except paper)	\$ 0.1080000	\$ 0.1080000	\$ 0.1080000
Maintenance (Includes all service, and parts)	\$ 0.0120000	\$ 0.0120000	\$ 0.0120000



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.