# Overview for Contract 7490-03

***Prior to utilizing a contract, the user should read the contract in it's entirety.***

## DESCRIPTION

► This Contract will cover the requirements of Mailroom Equipment and Supplies for all equipment not covered under WSCA contract EPS050076 (see www.spirit.az.gov) for all using Agencies.  This includes but is not limited to production mail equipment, bursters, shredders, collators, decollators, shipping systems, barcode scanning, addressing printers, paper cutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags).  Manufacturers include:  4600010243-Gunther International, 4600010245-Priority Systems, 4600010246-Oak Systems, 4600010583-Bowe Bell & Howell, 4600010227 PA Office Service Group, 4600010235-Storagetek, 4600010236-Moore Wallace North America, 4600010239-Hamilton Sorter Co., 4600010240-TransAmerican Office Furniture, 4600010241-Kwik File, LLC, 4400001897-Pitney Bowes (Mailroom Equipment and Supplies only), and 4400001900-Pitney Bowes (Mailroom Equipment Leasing only).

## CONTRACT INFO

| | |
|---|---|
| Contract Number & Title | 4600010227, 4600010235, 4600010236, 4600010239, 4600010240, 4600010241, 4600010243, 4600010245, 4600010246, 4600010583, 4400001897, 4400001900 |
| Number of Suppliers | 11 |
| Validity Period | July 1, 2006 through June 30, 2008 |
| DGS Point of Contact | Jennifer Carr |
| Contact Phone # | 717-346-7097 |
| Email | jecarr@state.pa.us |

## PRICING HIGHLIGHTS

►

## PROCESS TO PURCHASE

► All agencies will place their purchase orders through either SRM or SAP.

# SPECIAL CONTRACT TERMS AND CONDITIONS

**CONTRACT SCOPE/OVERVIEW:** This Contract will cover the requirements of Mailroom Equipment and Supplies for all equipment not covered under WSCA contract EPS050076 (see www.spirit.az.gov) for All using Agencies. This includes but is not limited to production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, paper cutters and mailroom furniture. (sorting bins, dump tables, mobile consoles, mail carts and mail bags)

**ORDER OF PRECEDENCE:** These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

**TERM OF CONTRACT:** The Contract shall commence on the July1, 2006 and expire on June 30, 2007.

**OPTION TO EXTEND:** The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

**OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE:** The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

## GENERAL

This Contract includes the Lease with Purchase Option, Lease with Fair Market Value Option, Installment Purchase, and Outright Purchase of Mailroom Equipment and Supplies.

Mailroom equipment is described as any mailroom related products such as Bursters, Shredders, Collators, Decollators, Shipping Systems, Addressing Printers, Tabbers, Papercutters, Production Level Equipment, Mailroom Furniture (sorting bins, dump tables, mobile consoles and mail carts).

## CONTRACT OBLIGATION

This Contract covers the Commonwealth's requirements for each manufacturer's equipment covered under this agreement. The amount of equipment acquired by the Commonwealth from any contractor is determined by the Commonwealth's requirements as defined by: Individual Agency's functional needs and space limitations.

Contractors must supply equipment at the prices stated in this Contract pursuant to the terms and conditions hereof.

**MINIMUM ORDER:** $50.00

## ELIGIBILITY

To qualify for an award, a bidder is the manufacturer of the offered items or an authorized dealer or supplier of the manufacturer's product. If a bidder is not the manufacturer of the offered items, the bidder must include with its bid, a letter signed by the manufacturer or the manufacturer's representative, stating that the bidder is authorized to sell said manufacturer's products and that the manufacturer will honor any responsibilities under the warranty for the products sold by the bidder if the bidder fails to perform such service and is authorized to bid on this contract. If the letter is not included with the bid, the bidder must submit the required information within two (2) business days after notification from the Department of General Services. Failure to submit the required documentation shall result in the rejection of the bid.

**PRICE**

Prices are net, F.O.B. destination to any point in the Commonwealth of Pennsylvania. Price shall also include installation and instruction of personnel, and one complete copy of the instruction manual.

Price percentages bid for all equipment and accessories is firm through the initial contract period and any extension, or renewal thereof.

The Commonwealth reserves the right to negotiate lower pricing, or procure the items from another source for any unanticipated excessive purchase. An "unanticipated excessive purchase" is: An unexpected order for contract items totaling as few as 5 units, or an unexpected order for contract items (one contractor) having a total net value in excess of $100,000, regardless of the quantity involved.

The Commonwealth also reserves the right to procure remanufactured or used equipment using another contracting method or process.

**PRICE LISTS**

Any terms and conditions that are on the price lists, including but not limited to, FOB Shipping Point; Prices Subject to Change; and any additional items are not a part of the Contract and will have no force or effect on the contract. Within ten (10) days after a request from a Commonwealth agency, a Contractor shall furnish the requesting agency with a copy of the price list for the referenced manufacturer's equipment. Contractors may not publish any price list for use by Commonwealth agencies with alternate pricing, additional terms and conditions and additional items.

**EQUIPMENT**

All items offered by the bidder are new.

A "new" item is one that is used first by the Commonwealth after it is manufactured or produced. Used or reconditioned items are not acceptable.

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional one (1) year term by mutual agreement between the Commonwealth and the Contractors. If the Contract is renewed the same terms and conditions shall apply. If this contract is renewed for an additional one (1) year, a new performance bond or a rider supplementing the original bond will be required for the extended period. This renewal shall be limited to two (2) one year terms.

**CATALOGS & SERVICE:**

A. It is the responsibility of the awarded contractor to furnish and distribute their mail equipment and supplies catalogs to the using agencies, including the Manufacturers Retail Price List.

B. Buyer's Reference Material: Upon request of the Buyer, Department of General Services, the manufacturer is required to furnish catalogs, or other reference material to the buyer to retain, at no charge.

**WARRANTY**: The contractor shall provide their standard commercial warranty for all items purchased under this contract.

## QUALITY AND RELIABILITY

The equipment is expected to perform in an efficient manner with a minimum of down time. Equipment that requires an excessive number of service calls is reported to the Department of General Services for review. If it is determined that a using agency's system requires replacement, the contractor, after written notification from the agency, will replace the equipment without charge with an identical model or equipment with comparable features and capabilities. This policy shall apply to all equipment leased or purchased under this contract, and is in effect for the duration of the contract. If leased equipment is replaced, a new lease term shall not commence but rather the Commonwealth is only responsible for the remaining payments in the un-expired term. If the cause of excessive service calls is determined an operator error, misuse, or abuse by the Commonwealth, the repair time and the associated travel time is not a factor in determining satisfactory machine performance.

## DELIVERY TIME

The contractor must deliver equipment within forty-five (45) working days after receipt of a purchase order, unless otherwise specified in the purchase order.

The contractor must notify agency if unable to deliver within forty-five (45) working days, or as otherwise specified in the purchase order.

If the contractor cannot meet the delivery time, the Agency, after consultation with the Department of General Services, will have the option to cancel or do what is necessary to effect delivery without penalty.

## PRICING PLANS

The term of each pricing plan shall commence on the date the equipment is accepted by the Agency upon completion of the standard of performance and shall continue for such period of time as designated in the purchase order.

There are seven (7) plans to procure equipment, in addition to the rental of postage meters on an annual basis:

1. 36 Month lease with maximum 10% Purchase Option at end of term
2. 48 Month lease with maximum 10% Purchase Option at end of term
3. 36 Month lease with Fair Market Value Option at end of term
4. 48 Month lease with Fair Market Value Option at end of term
5. 36 Month Installment Purchase
6. 48 Month Installment Purchase
7. Outright Purchase

Equipment procured for the period of time as designated in the purchase order unless the purchase order is terminated for default or because of non-appropriation.

Non-renewal: There are no renewals of system leases via this contract. Agencies must either exercise their purchase option or notify the contractor at least thirty (30) days prior to expiration of the lease to have the equipment removed.

## REPLACEMENT OF DISCONTINUED MODELS

In the event a specified manufacturer's commodity listed in the successful contractor's proposal and subsequent contract award becomes unavailable during the contract period for any reason, a product deemed by the Department of General Services as equal of the specified commodity is offered by the contractor at an equal or lower cost.

**PRODUCT UPDATES**

Contractor may add, delete, or substitute items in their product line at any time without prior approval of the Commonwealth. **Contractors are required to submit to the Department of General Services updated postage meter pricing as they are issued**. New products must meet the category requirements of the bid and offered at the same discount from the price list.

**TRADE-INS**

The Commonwealth reserves the right to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time traded. Contractors should submit a formal trade-in schedule or a statement of trade-in policy with their bids.

The Commonwealth represents trade-in equipment only "as is" and no warranty as to its condition is expressed or inferred. Equipment for trade-in is removed by the contractor at their expense from the location indicated in the agency's purchase order.

**PURCHASE CREDITS**

For Lease w/Purchase Option plans, the Commonwealth will, during the lease period, accrue equity towards the purchase price of the equipment leased. No buyouts are permitted until the end of the lease. The purchase option of the equipment will not exceed 10% of the purchase cost referenced in the Outright Purchase Plan for the leased model of equipment. Agencies exercising the buyout at the end of a lease shall complete a new Purchase Order prior to expiration of the lease. For Lease w/Fair Market Value Option, the fair market value of the equipment as established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established in the Outright Purchase Plan for the leased mode of equipment.

**INSTALLATION:** Prices shall include installation of the equipment to a fully operational status.

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

A. Complete orientation of all of the equipment's features, functions, and capabilities.
B. "Hands On" training of each employee in the operation of the machine by demonstration and use.
C. Complete instruction on the replacement of the equipment's consumable supplies: toner, paper, fuser oil, binder tape, staples, and any other items that are replaced by employee.
D. Trouble shooting of the equipment, including jam clearance and identification of codes and/or symbols used to diagnose problems.
E. Process to identify that equipment needs a technician's services and the method of notification to a qualified service technician.
**F.** Review of system documentation, electronic or hardcopy.

**BILLINGS** All billings and invoices for equipment are the sole responsibility of the contractor. The contractor of record issues such billings only.

**COOPERATIVE SOURCING TO ACHIEVE REDUCTIONS IN SPEND (COSTARS) PROGRAM**

**COSTARS Purchasers.** Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the Department of General Services ("DGS") chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

a. A "local public procurement unit" is defined as:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

b. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

c. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

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

**Third Party Beneficiaries.** DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who elect to participate in this contract and issue orders to the contractor(s) are third party beneficiaries who have the right to sue and be sued for breach of the contract without joining the Commonwealth or DGS as a party.

**Quarterly Sales Report.** The Contractor shall furnish to the DGS COSTARS Program Office an electronic contract use report, preferably in Excel spreadsheet form, no later than the fifteenth calendar day after each quarter in the contract period, detailing the Contract purchasing activity.

a. The Contractor shall e-mail the reports to GS-PACostars@state.pa.us or send the reports on compact disc via US Postal Service to the address below.

b. On each report, the Contractor shall include the Contractor's name and address, the Contract number, and the period covered by the report. The Contractor should list as much as the following information as possible on the report for each order received:

- Registered COSTARS Purchaser
- Material Code (UNSPSC)
- Item Description
- Quantity
- Unit Price
- Total Price
- Delivery Date

c. Failure to provide the Quarterly Sales Report in the specified time may result in suspension of activities with the COSTARS Program.

**Inquiries.** Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars. Direct all questions concerning the COSTARS Program to:

Commonwealth of Pennsylvania
Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

**INQUIRIES:** Direct all questions concerning this proposal to the appropriate buyer named herein.

**Karen Rhinehart**
**krhinehart@state.pa.us**
**Bureau of Procurement**
**555 Walnut Street, 6th Floor**
**Harrisburg, PA 17101-6241**

**CONTRACT NO. 7490-03**
**MAILROOM EQUIPMENT MAINTENANCE AND SUPPLIES**
**LEASING AND INSTALLMENT PURCHASE TERMS AND CONDITIONS**

I. General.

(A) These Leasing and Installment Purchase Terms and Conditions ("Terms and Conditions") to Contract No. 7490-03, Mailroom Equipment and Supplies, allows bidders to offer equipment and software covered by the contract through leasing and installment purchase options. If offered by a bidder and accepted by the Commonwealth, Commonwealth agencies shall, in addition to the outright purchase of equipment and software have the option to either lease equipment or purchase equipment through an installment purchase from the contractor, as well as financed software and other items. Leases and installment purchases shall be in accordance with the following terms. The ordering Commonwealth Agency shall indicate its election to lease equipment (each such lease transaction hereinafter called a "Lease") or purchase equipment through an installment purchase (each installment purchase transaction hereinafter called an "Installment Purchase") on the applicable field purchase order issued to the contractor. Such Lease or Installment Purchase may also include financed software or other items that are financed (in either case "Financed Items").

(B) The contractor may assign such field purchase order and Lease or Installment Purchase to a third party ("Initial Assignee") who will fund the purchase of the equipment and Financed Items (and in the case of a Lease, take title to the equipment) and assume the right to receive all payments thereunder. The consent of the Commonwealth to such assignment by the contractor shall not be required. The contractor shall notify the Commonwealth of its assignment to an Initial Assignee in its acknowledgment to the Commonwealth Agency of the field purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.

(C) In the event of an assignment of a Lease or Installment Purchase to an Initial Assignee, the Initial Assignee shall only be bound to the obligations of the contractor as they are specified in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor. The Commonwealth waives any claims it may have against the Initial Assignee for any loss, damage or expense caused by the equipment or any Financed Item or any defect therein or use or maintenance thereof. The Commonwealth acknowledges that the Initial Assignee is not the supplier of the equipment or Financed Items and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee, if any portion of the equipment or Financed Items is unsatisfactory for any reason, the ordering Commonwealth Agency shall, nevertheless, continue to make payments under the applicable Lease or Installment Purchase and shall make any claim against the contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

(D) The rights of the Initial Assignee and any subsequent assignee to receive payments under a Lease or Installment Purchase are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee.

II. Pricing Plans. The contractor agrees to provide the equipment and Financed Items through seven (7) pricing plans:

A. Thirty-six (36) month Lease with maximum 10% Purchase Option at end of term
B. Forty-eight (48) month Lease with maximum 10% Purchase Option at end of term
C. Thirty-six (36) month Lease with Fair Market Value Option at end of term
D. Forty-eight (48) month Lease with Fair Market Value Option at end of term
E. Thirty-six (36) month Installment Purchase
F. Forty-eight (48) month Installment Purchase
G. Outright Purchase

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

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

IV. Payments.

A. Full term intention. The ordering Commonwealth agency shall pay the applicable monthly or annual rent or Installment Purchase payment for the equipment and Financed Items, as shown on the payment schedule (in substantially the forms attached hereto as Exhibit B), which must be signed by the contractor or Initial Assignee (if applicable) and the Commonwealth Agency, and attached to the field purchase order. Payment shall be made by the ordering Commonwealth Agency, for the full term, unless the field purchase order is terminated by the Commonwealth agency for contractor Default under Sections VI(K)(2) or VII(F)(2) herein or nonappropriation of funds.

B. Nonappropriation. The Commonwealth agency's obligation is payable only and solely from funds allotted for the purpose of the Lease or Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Lease or Installment Purchase for any fiscal year subsequent to the one in which the field purchase order was issued, the Commonwealth agency may return the equipment to the contractor or Initial Assignee (if applicable) and thereafter be released of all further obligations, provided: (i) The Commonwealth agency delivers unencumbered title to the equipment to the contractor or Initial Assignee (if applicable), (ii) The equipment is returned to the contractor or Initial Assignee (if applicable) in good condition, reasonable wear and tear excepted, and (iii) thirty (30) days written notice is given to the contractor or Initial Assignee (if applicable) stating the failure of appropriations as the reason for return and certifying that the equipment is not being replaced by similar equipment from another vendor. In the event the Commonwealth agency returns the equipment for failure of appropriations, all amounts then due to the contractor or Initial Assignee (if applicable) through the end of the fiscal year for which sufficient funds have been appropriated shall be paid by the Commonwealth agency.

V. Leasing Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a thirty-six (36) month Lease or a forty-eight (48) month Lease:

A. Title. Title in or to the equipment shall not pass to the Commonwealth but shall remain in the contractor or Initial Assignee (if applicable). The equipment shall remain personal property and shall not become a fixture or affixed to real property. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest. At the request of the contractor or Initial Assignee (if applicable), the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. the contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable.

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

C. Assignment. The Commonwealth shall not assign any Lease hereunder or any interest therein, or sublease the equipment without the prior written consent of the contractor or its assignee. the contractor may assign the field purchase order and the Lease and/or grant security interests therein, in whole or in part to an Initial Assignee and such Initial Assignee may further assign a Lease and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign payments under any Lease to a third party.

D. Purchase Option. If the Commonwealth is not in default, it shall have the right to buy the equipment "as is with no additional warranty" at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value Option, the fair market value of the equipment shall be as established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established by this contract. For Leases with Purchase Option, the purchase option amount shall be determined by applying the credits from the accrual of equity towards the purchase price. Upon the Commonwealth's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Commonwealth upon payment.

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

F. Return of Equipment. Upon expiration or termination of a Lease for any item of equipment, or upon demand by the contractor or Initial Assignee (if applicable) pursuant to Section VI (K), Default, the Commonwealth shall promptly return the equipment, freight prepaid, to a location in the continental United States specified by the contractor or Initial Assignee (if applicable). The Commonwealth agency shall pay the applicable rent for the equipment until it has been shipped to the contractor in accordance with this subsection. The Commonwealth agency shall remove all data from the equipment prior to such return. Except in the event of a total loss of the equipment pursuant to paragraph VI (B) herein, the Commonwealth shall pay any costs and expenses incurred by the contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. Any parts removed in connection therewith shall become the contractor's or Initial Assignee's property.

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

H. Liability.

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

2. The Commonwealth shall, during the term of the Lease, self-insure with respect to the risks which it has assumed under subparagraph (I)(1) above, including, but not limited to, risks of public liability and property damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S. A. Section 8522.

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

J. Default

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

   a. Terminate the applicable field purchase order.

   b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. The contractor or its assignee may, among its options, sell the equipment at public or private sale for cash or credit. The Commonwealth agency shall be liable for the contractor's or the assignee's expense of retaking possession and the removal of the equipment and placing the equipment in good operating condition (if it is not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. When the equipment is returned to the contractor or its assignee, it shall include only those items that were purchased as per the field purchase order.

   c. Recover from the Commonwealth agency all rent payments then due and the net present value of the amount of the remaining rent payments. The present value of such remaining rent payments shall be calculated using a discount rate equal to the average of the weekly two and three year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's or its assignee's termination of the applicable field purchase order. The Treasury Constant Maturities are published in Statistical Release .15 and can be accessed via the Federal Reserve Board internet website.

2. In the event of default by the contractor, the Commonwealth may pursue one or more of the following remedies.

a. If the payments under the field purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the field purchase order without liability to make any payments.

b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

VI. Installment Purchase Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a thirty-six (36) month Installment Purchase or a Forty-eight (48) month Installment Purchase:

A. Title and Security Interest. Title to the equipment passes to the Commonwealth at the time and place of delivery to the Commonwealth of each unit of equipment. the contractor or its duly authorized assignee shall have a purchase money security interest in the equipment, its substitutions, replacements, accessions and modifications, until payment of all installments as set forth in the payment schedule are made. Upon payment of the final installment, or any concluding payment option, the contractor or his duly authorized assignee shall have no further interest in the equipment. The equipment shall remain personal property and shall not become a fixture or affixed to real property. At the request of the contractor or Initial assignee (if applicable) the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. the contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable. The

Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest.

B. Assumption of Risks.

1. The Commonwealth agency shall, after acceptance of the equipment, assume and bear the risk of loss, damage, or theft of the equipment all components parts thereof caused by Act of God and its own employees, agents, or others except the contractor or (if applicable) Initial Assignee. No such loss or damage to the equipment shall impair any obligation of the Commonwealth agency, which shall continue in full force and effect except as hereinafter provided. In the event that all or part of the equipment shall, as a result of the above-mentioned causes, become lost, stolen, destroyed, or rendered irreparably unusable or damaged, as reasonably determined by the Commonwealth agency, then the Commonwealth agency shall provide the contractor or (if applicable) Initial Assignee with written notice in regard thereto and, at its option, either (a) replace the equipment with like equipment, or (b) pay pro rata to the contractor or (if applicable) Initial Assignee all payments then currently due in the amount indicated in payment schedule plus the pro rata principal portion of remaining installments. The pro rata principal portion of remaining installment payments is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the field purchase order.

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

C. Insurance. The Commonwealth shall, during the term of the Installment Purchase, self-insure with respect to the risks which it has assumed under Paragraph B above including risks of damage or destruction to the equipment caused by fire, boiler explosion, flood and flood-related hazards, or any other natural disasters and risks of public liability and damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S.A. Section 8522.

D. Assignment. The Commonwealth shall not assign any Installment Purchase hereunder or any interest therein without the prior written consent of the contractor or its assignee. the contractor may assign the field purchase order and the Installment Purchase and/or transfer security interests in the equipment to an Initial Assignee and such Initial Assignee may further assign an Installment Purchase and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign installment payments under the Installment Purchase to a third party.

E. Early Payment Option. The Commonwealth agency shall have the right, during the term of the Installment Purchase, to exercise its option to purchase the equipment "as is with no additional warranty" early upon payment of an amount equal to the concluding payment option as of such date as set forth on the payment schedule and upon the giving of notice to the contractor or Initial Assignee (if applicable) of such intention of the Commonwealth at least thirty (30) days prior to the date upon which such right will be exercised. After all payments have been made pursuant to the payment schedule including any concluding payment option, the contractor or its assignees shall have no further interest in and to the equipment.

F. Default.

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

   a. Terminate the applicable field purchase order and take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. the contractor or its assignee may, at its option, sell the equipment at public or private sale for cash or credit and may become the purchaser at such sale. The Commonwealth agency shall be liable for all accrue and unpaid installments, if any, the expense of retaking possession and the removal of the equipment, in addition to the balance of the payments provided for herein, less the net proceeds of the sale at a fair market value of the equipment after deducting all costs of taking, storage, repair, and sale. When the equipment is returned to the contractor or its assignee, it shall include only those items that were originally purchased as per the contract specifications.

b. Recover from the Commonwealth agency all installment payments then due and all remaining installment payments due under the field purchase order.

2. In the event of default by the contractor, the Commonwealth may pursue one or more of the following remedies.

a. If the installment payments under the field purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make installment payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the installment payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the field purchase order without liability to make any payments.

b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counteclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

VII. <u>Compliance with Internal Revenue Code</u>. the contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports that must be filed with the Internal Revenue Service with respect to the order under Section 148 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the Installment Purchase or Lease, permit the equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC. The Commonwealth represents that it and each ordering Commonwealth Agency that enters into a Lease or Installment Purchase hereunder qualifies as a State or political subdivision of a State for the purpose of Section 103(a) of the IRC. Any misrepresentation of such status under Section 103(a) shall constitute an event of default by the Commonwealth pursuant to paragraphs VI(K) and VII(F). If (a) the Internal Revenue Service rules that the Commonwealth or any ordering Commonwealth Agency does not so qualify under Section 103(a) of the IRC, or (b) the Commonwealth fails to cooperate with the contractor or Initial Assignee in the preparation and execution of any reports required under Section 148 or 149 of the IRC (including 8038G and 8038GC forms), the Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum to be determined by the contractor or Initial Assignee sufficient to return the contractor or Initial Assignee (if applicable) to the economic results it would otherwise have received.

VIII. Other Documents. Upon request from the contractor or Initial Assignee the Commonwealth will sign properly completed UCC-1 Forms, 8038G or 8038GC Forms, if applicable, and opinions of counsel (in the form attached hereto as Exhibit C). the contractor or Initial Assignee shall be responsible for completing these forms and filing them with the appropriate offices/parties.

IX. Use and Location of Equipment and Alterations. The Commonwealth agency shall keep the equipment under a Lease or an Installment Purchase within the confines of the Commonwealth of Pennsylvania. The Commonwealth agency will inform the contractor or the Initial Assignee of the location of the equipment upon request. The Commonwealth agency, at its own cost and expense, shall maintain the equipment in good operating condition and will not use or deal with the equipment in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The equipment will not be misused, abused, wasted or allowed to deteriorate except for ordinary wear and tear resulting from its intended use. No alterations, changes, or modifications to the equipment shall be made without the approval of the contractor or Initial Assignee (if applicable).

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

XI. Governing Law: Severability. All Leases and Installment Purchases hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, however the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions shall be resolved in accordance with Section 22 of the General Conditions and Instructions to Bidders contained in this contract.

XII. Notices. Service of all notices under these Terms and Conditions shall be sufficient if delivered by hand or overnight courier or mailed to the Commonwealth at the address set forth in the applicable field purchase order, or to the contractor or Initial Assignee (if applicable) at the address set forth in its acknowledgment to the field purchase order (or any document attached thereto). Notices by mail shall be effective when deposited in the U.S. mail, duly addressed and postage prepaid. Notices delivered by hand or by overnight courier shall be effective when actually received.

XIII. Contract No. 7490-03 Terms. These Terms and Conditions are in addition to the terms and conditions of Contract No. 7490-03, except to the extent the contractor assigns a Lease or Installment Purchase hereunder to an Initial Assignee, in which case the Initial Assignee shall only be bound to the obligations of the contractor indicated in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions of Contract 7490-03. To the extent that there is a conflict between the terms and conditions of Contract No. 7490-03 and these Terms and Conditions, these Terms and Conditions shall prevail to the extent that a leasing or installment purchase option is selected by the ordering Commonwealth Agency.

## EXHIBIT A

Field Purchase Order No. _______________ dated ____________, 20 __, by and between ____________________ (the contractor) and ______________________ (Commonwealth agency).

### ACCEPTANCE CERTIFICATE

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

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have has been delivered to _________________________________________________ and accepted on the date indicated below.

2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.

3. The Commonwealth agency is not in any event of default as defined in Contract No. 7490-03 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

_________________________________
(Commonwealth Agency)

By: ________________________________

________________________________
Title

________________________________
Date

**EXHIBIT B-1 (Lease)**

Field Purchase Order No. ______________________, dated ________________, 20 __, by and between _________________________________ (the contractor) and ___________________________________ (Commonwealth Agency).

RENT SCHEDULE

For: _______________________________ (Description of Equipment and all components with serial numbers)

| Rent Number and Due <u>Date</u> | Amount of <u>Rent</u> |
| --- | --- |

**EXHIBIT B-2 (Installment Purchase)**

Field Purchase Order No. ________________ dated _____________, 20 __, by and between ______________________ (the contractor) and ________________________ (Commonwealth agency).

PAYMENT SCHEDULE

FOR: ______________________________ (Description of Equipment and all components with serial numbers)

| Payment Number and Due Date | Amount of Payment | Principal Portion | Interest Portion | Concluding Payment Option |
|---|---|---|---|---|
| 1. | | | | |
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| 30. | | | | |

EXHIBIT C

DATE: ___________

Ladies and Gentlemen:

As counsel for the Commonwealth of Pennsylvania, Department of General Services, I am familiar with Contract No. 7490-03 (the "Agreement") dated as of ___________, 20 _____, and Field Purchase Order No. ______________, dated _____________(both referred to as the "Agreement"), between __________________________ as the contractor and the Commonwealth of Pennsylvania, including all exhibits and attachments to the Agreement.

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

1. The Commonwealth is authorized to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement set forth above has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid, and binding agreement enforceable in accordance with its term.

3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Commonwealth of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law, or regulation applicable to the Commonwealth or result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest, or other encumbrance upon any assets of the Commonwealth or the equipment pursuant to any indenture, mortgage, deed or trust, bank loan, credit agreement or other instrument by which the Commonwealth is a party or by which it or its assets may be bound.

5. There are no actions, suits, or proceedings pending or, to the knowledge of the Commonwealth, threatened against or affecting the Commonwealth, in any court or before any governmental commission board or authority which, if adversely determined, will have a material adverse effect on the ability of the Commonwealth to perform its obligations under the Agreement.

6. All required public bidding procedures regarding the award of the Agreement have been followed by the Commonwealth.

7. The Commonwealth is self-insured and is authorized to self-insure the equipment with respect to the risks assumed by this Agreement.

Sincerely,

______________________________

Assistant Counsel

# EXHIBIT D

Lease Rates for the Initial Quarter Following Contract Execution:

36 Month Lease ______________________

48 Month Lease ______________________

Installment Purchase Rates for the Initial Quarter Following Contract Execution:

36 Month Installment Purchase ________________________

48 Month Installment Purchase ________________________

# LEASING INSTRUCTIONS FOR 7490-03
# MAILROOM EQUIPMENT AND SUPPLIES

There are six (6) leasing plans available in addition to the outright purchase covered by this contract.

They are:

A. Thirty-six (36) Month Lease w/maximum 10% Purchase Option at end of term
B. Forty-eight (48) Month Lease with maximum 10% Purchase Option at end of term
C. Thirty-six (36) Month Lease with Fair Market Value Option at end of term
D. Forty-eight (48) Month Lease with Fair Market Value Option at end of term
E. Thirty-six (36) Month Installment Purchase
F. Forty-Eight (48) Month Installment Purchase

Following are the procedures for leasing Mailroom Equipment and Supplies:

1. <u>THE LEASING TRANSACTION CONSISTS OF THE FOUR (4) FORMS</u>

A. Exhibit "A"- Acceptance Certification Form

B. Exhibit "B-1"- Leasing Form and Exhibit "B-2"- Installment Purchase Form

C. Exhibit "C"- DGS Legal Counsel Approval Form

D. Exhibit "D" - Document to establish Lease/Installment Rates (Completed By Vendor)

Note: These forms are available and can be downloaded from the DGS web site at (www.dgs.state.pa.us) under Contract #7490-03- Leasing documents.

2. <u>OTHER FORMS THAT MAY ACCOMPANY THE LEASING TRANSACTION</u>

A. UCC-1 Financing Statement- (Submitted by the Vendor)

B. Incumbency Certificate - (Submitted by the Vendor)

C. Tax-Exempt Governmental Obligations-Form 8038-G - (Submitted by the Vendor)

D. Leasing Assignment Document - (Submitted by the Vendor)
"DO NOT SIGN OR COMPLETE THIS DOCUMENT" - These are additional terms & conditions that have already been negotiated.

E. Additional Terms and Conditions - (Submitted by the Vendor)

These sometime appear in the Leasing Quotation from the Vendor. All agencies should review the quotations for these conditions and have the vendor remove them from the quotation. "DO NOT" agree to any of these terms and conditions. There should be nothing on the quotation but the leasing/rental schedule with payment numbers, and payment amounts.

# LEASING INSTRUCTIONS FOR 7490-03
# MAILROOM EQUIPMENT AND SUPPLIES

3. PROCESSING STEPS:

1. Purchasing Agents forward a copy of Exhibit "D" (or have vendor download copy from the DGS web site) and Exhibit "B-1" or "B-2" to the Vendor. A copy of the forms can be downloaded from the DGS web site (www.dgs.state.pa.us) under Contract #7490-03 - Leasing documents.

The Purchasing Agent should fill out exhibit "B-1" or "B-2" with Field Limited Purchase Order number, Date, Contractor Name and Agency Name, and forward to the Vendor/Contractor. The Vendor/Contractor should complete the forms entirely and forward back to the Purchasing Agent.

2. The Purchasing Agent processes the (FL) Field Limited Purchase Order and forwards it through normal approval processes. When the (FL) is approved, the Purchasing Agent forwards the completed package of forms to the Bureau of Purchases, Attention: Buyer, with all Exhibits attached for review and approval. When the Buyer approves, he/she will forward it back to the Purchasing Agent who will then forward the completed package to the Vendor/Contractor to order equipment. The Purchasing Agent will send the (FL), Exhibit "D", and Exhibit "B-1" or "B-2" to the Vendor. Purchasing Agent should keep a copy of all documents sent to vendor.

3. Upon delivery of the equipment, the Purchasing Agent will complete Exhibit "A" (The Acceptance Certificate). This form will be signed by the authorized agent from the agency who states the equipment has been received and is acceptable to the agency.

4. A copy of the Field Limited (FL) Purchase Order, Exhibit "D", Exhibit "B-1" or "B-2" and Exhibit "A" (Acceptance Certificate) are sent to DGS Legal along with an Exhibit "C" (DGS Legal Counsel Approval ). This package is reviewed by DGS Legal and approved with the completion of Exhibit "C". DGS Legal will forward the approved package of documents to the agency for final processing.

5. When the documents are received by the agency, the Purchasing Agent will make one (1) copy of the completed documents and disburse as follows:

1. Vendor (Send Vendor His Copies)
2. Agency Comptroller
3. Agency Procurement File
4. Department of General Services, Bureau of Purchases, Attention: Buyer

Note: If the Vendor/Contractor sends additional forms to be signed, the following process should be used for those forms.

1. UCC-1 Financing Statement Forms: Forward to the Buyer at the Department of General Services. This form is returned to the Bureau of Purchases for signature by the Director, Bureau of Purchases. The Bureau of Purchases

will forward the document to the requesting agency for distribution. Original copy to the contractor or its assignee for filing . A copy of the signed form must be retained with the Agencies copies of the other leasing documents.

2. Incumbency Certificate: THIS FORM DOES NOT HAVE TO BE SIGNED. RETURN TO VENDOR UNSIGNED.

3. Tax Exempt Governmental Obligation - Form #8038-G: The contractor or its assignee is responsible for completing this form and submitting it to the Commonwealth for signature. This form is submitted to the Department of General Services, Bureau of Purchases, Attention: Buyer. The Bureau of Purchases will review this form and forward it to DGS Legal for review and insertion of an Identifying Number. This form is returned to the Bureau of Purchases for signature by the Director of Purchases. The Bureau of Purchases will forward the document to the requesting agency for distribution. The original is forwarded to the contractor or its assignee for filing with the IRS. A copy of the signed form must be retained with the Agency file along with copies of all other leasing documents.

Note: If tax exempt financing is to be provided, IRS procedures must be followed, including signing and filing Form 8038-G. The Commonwealth only accepts responsibility for signing properly completed forms. The contractor is responsible for the completion and filing of the form.

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

**REPRINT** Page 1 / 2

**Contract Number: 4600010227**

**Creation Date: 05/26/2006**

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 151404

Vendor Name/Address:
PENNSYLVANIA OFFICE SERVICE GROUP
309 S 10TH ST
LEMOYNE PA 17043-1706

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107485

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT ACCESSORIES-REI
**Item text**
Price List Identification and Date: MAILMASTER BY REI DATED 10/1/2004

Percent Discount
21%

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00020 MAILROOM EQUIPMENT ACCESSORIES-SAFCO
**Item text**
Price List Identification and Date: WORKPLACE ORGANIZATION BY SAFCO DATED 07/01/2005

Percent Discount
21%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010227**

**Creation Date: 05/26/2006**

Vendor Name:

PENNSYLVANIA OFFICE SERVICE GROUP

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
| --- | --- | --- | --- | --- | --- |

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: LINDA TILL-717-763-4793

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00

***ESTIMATED VALUE***

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

**REPRINT** Page 1 / 1

**Contract Number: 4600010235**

**Creation Date: 05/26/2006**

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 154001

Vendor Name/Address:
STORAGETEK INC
8130 ADAMS DR
HUMMELSTOWN PA 17036-8623

Vendor Fax Number: 717-566-1158

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107486

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT-IOPC MULTISORT

**Item text**

Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ /Yes /XX /No

Price List Identification and Date:INTERNATIONAL OFFICE PRODUCTS COOPERATIVE, INC
MULTISORT MODULAR MILLWORK O5A 2003

Percent Discount:20%
o

**------------------------------------SUPPLEMENTAL INFORMATION------------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)
Please refer to www.spirit.az.gov
CONTACT: CHERYL MICKA 717-566-7158
CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
***ESTIMATED VALUE***

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

**REPRINT** **Page** 1 / 2
**Contract Number: 4600010236**
**Creation Date: 05/26/2006**

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 104188

Vendor Name/Address:
MOORE WALLACE NORTH AMERICA INC
2401 PARK DR STE 100
HARRISBURG PA 17110-9303

Vendor Fax Number: 717-652-2473

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107484

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT-LASERMATE
**Item text**
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ /Yes / X/No

Price List Identification and Date:LASERMATE PRESSURE SEAL MAILING SYSTEMS 5/15/06

Percent Discount:15%
o

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00030 MAILING EQUIPMENT SUPPLIES-LASERMATE
**Item text**
Price List Identification and Date:LASERMATE STOCK PRESSURE SEAL 5/15/06

Percent Discount: 15%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010236**
**Creation Date: 05/26/2006**

Vendor Name:

MOORE WALLACE NORTH AMERICA INC

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: DAN COVELL 717-652-3124 EXT 107

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
***ESTIMATED VALUE***

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



**Contract Number: 4600010239**
**Creation Date: 05/30/2006**

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 160502

Vendor Name/Address:
HAMILTON SORTER CO INC
3158 PRODUCTION DR
FAIRFIELD OH 45014-4228

Vendor Fax Number: 800-503-9963

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107482

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT- MAIL CENTER
**Item text**
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ /Yes /X /No

Price List Identification and Date: HAMILTON MAIL CENTER DATED 3-15-06

Percent Discount: 5%
o

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00020 MAILROOM EQUIPMENT-MODULAR CASEWORKS
**Item text**
Price List Identification and Date: MODULAR CASEWORKS 1/1/2005

Percent Discount
5%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010239**
**Creation Date: 05/30/2006**

Vendor Name:

HAMILTON SORTER CO INC

| Item | Description<br>Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|---|

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: BRAD QUICK-513-870-4415

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00

***ESTIMATED VALUE***

**REPRINT** 



**Contract Number: 4600010240**

**Creation Date: 05/30/2006**

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

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 122406

Vendor Name/Address:
TRANS AMERICAN OFFICE
FURNITURE CO INC
4001 MAIN ST
PHILADELPHIA PA 19127-2194

Vendor Fax Number: 215-483-3452

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107489

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

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00010 MAILING EQUIPMENT ADJUSTABLE MAIL CENTER

**Item text**

Price List Identification and Date: ADJUSTABLE MAIL CENTER DATED 5/1/2006

Percent Discount
25%

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00020 MAILROOM EQUIPMENT-KOBRA

**Item text**

Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ X/Yes / /No

Price List Identification and Date:KOBRA RETAIL PRICE LIST DATED JULY 1, 2006

Percent Discount:26%
o

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00030 MAILING EQUIPMENT SUPPLIES-KOBRA

**Item text**

Price List Identification and Date:KOBRA RETAIL PRICE LIST DATED JULY 1, 2006

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010240**
**Creation Date: 05/30/2006**

Vendor Name:

TRANS AMERICAN OFFICE

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

Percent Discount: 26%

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: EUGENE KRIEBEL-877-880-3222

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

120,000.00

***ESTIMATED VALUE***

**Contract Number: 4600010241**
**Creation Date: 05/30/2006**

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

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 164353

Vendor Name/Address:
KWIK FILE LLC
500 73RD AVE NE
MINNEAPOLIS MN 55432-3270

Vendor Fax Number: 920-457-7388

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107490

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT ACCESSORIES KWIK FILE
**Item text**
Price List Identification and Date:MAYLINE GROUP 2006 PRICE LIST AND SPECIFICATION GUIDE DATED 10/01/2005

Percent Discount
38%

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00020 MAILING EQUIPMENT SUPPLIES KWIK FILE
**Item text**
Price List Identification and Date:MAYLINE GROUP 2006 PRICE LIST AND SPECIFICATION GUIDE DATED 10/01/2005

Percent Discount
38%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010241**

**Creation Date: 05/30/2006**

Vendor Name:

KWIK FILE LLC

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: KORINNE ROZMARYNOSKI-800-822-8037 EXT 272

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00

***ESTIMATED VALUE***

**REPRINT** Page 1 / 1

**Contract Number: 4600010243**

**Creation Date: 05/30/2006**

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

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 165512

Vendor Name/Address:
GUNTHER INTERNATIONAL LTD
1 WINNENDEN RD
NORWICH CT 06360-1513

Vendor Fax Number: 770-388-0906

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107491

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT

**Item text**

Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ X/Yes / /No

Price List Identification and Date: GUNTHER INTERNATIONAL, LTD COMMERCIAL PRICE LIST DATED MAY 2006

Percent Discount:
10%

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)
Please refer to www.spirit.az.gov
CONTACT: JANICE SANBORN-860-823-1427 EXT 127
CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
***ESTIMATED VALUE***

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

**REPRINT**
**Contract No. 4600010245**
**Contract Original Approval Date: 06/15/2006**

**Purchasing Agent:**
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820

Valid from/to: 07/01/2006 - 06/30/2007

**Your SAP Vendor Number With Us: 127849**

**Supplier Name/Address:**
PRIORITY SYSTEMS INC
PO Box 4240
HARRISBURG PA 17111-4240
USA
Supplier Telephone No: 717-939-2700-...
Supplier Fax No.:

**Please Deliver To:**

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

Your Quotation: Date:
Collective No.:
Our Quotation: 6000107492

**Payment Terms:**
NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 10 | MAILROOM EQUIPMENT-HASLER | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**

Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/X /Yes / /No

Price List Identification and Date: GSA PRICE LIST
HT SERIES PRINTERS- DATED MARCH 6, 2006
DMC DATED SEPTEMBER 21, 2005
iMCM G2 DATED MARCH 22, 2006
Percent Discount: 0%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 20 | MAILROOM METER RENTAL-HASLER | 0.00 | | 0.00 | 1 | 0.00 |

SEE LAST PAGE FOR ESTIMATED TOTAL VALUE INFORMATION

Contract No. 4600010245
Contract Original Approval Date: 06/15/2006

Supplier Name:
PRIORITY SYSTEMS INC

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| | **Item Text**<br>Price List Identification and Date: GSA PRICE LIST DATED MARCH 6, 2006<br>FOR EXISTING EQUIPMENT<br><br>Percent Discount: 0% | | | | | |
| 40 | MAILROOM EQUIP ACCESSORIES-HASLER<br>**Item Text**<br>Price List Identification and Date:GSA<br>FURNITURE DATED OCTOBER 1, 2003<br><br>Percent Discount: 0% | 0.00 | | 0.00 | 1 | 0.00 |
| 50 | MAILING EQUIPMENT SUPPLIES-HASLER<br>**Item Text**<br>Price List Identification and Date: GSA PRICE LIST<br>HT SERIES PRINTERS- DATED MARCH 6, 2006<br>DMC DATED SEPTEMBER 21, 2005<br>iMCM G2 DATED MARCH 22, 2006<br>Percent Discount: 0% | 0.00 | | 0.00 | 1 | 0.00 |
| 60 | MAILROOM METER RENTAL-NEOPOST<br>**Item Text**<br>Price List Identification and Date: GSA PRICE LIST DATED MARCH 6, 2006<br>FOR EXISTING EQUIPMENT<br><br>Percent Discount: 0% | 0.00 | | 0.00 | 1 | 0.00 |
| 70 | MAILING EQUIPMENT SUPPLIES-NEOPOST<br>**Item Text**<br>Price List Identification and Date: NEOPOST SUPPLIES PRICE LIST<br>DATED MAY 2006<br>Percent Discount: 0% | 0.00 | | 0.00 | 0 | 0.00 |

Contract No. 4600010245
Contract Original Approval Date: 06/15/2006

Supplier Name:
PRIORITY SYSTEMS INC

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 80 | MROOM EQUIP ACCESSORIES BUSINESS OBJECTS | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**

Price List Identification and Date: BUSINESS OBJECTS PRODUCT PRICING-POSTALSOFT DESKTOP MAILER AND POSTALSOFT BUSINESS EDITION
DATED MAY 12, 2006

Percent Discount: 10%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 90 | MAILROOM EQUIP BUSKRO | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**

Price List Identification and Date: BUSKRO BK700 PRICE SCHEDULE
DATED 2006
Percent Discount: 5%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 100 | MAILROOM EQUIPMENT SUPPLIES-CHARNSTROM | 0.00 | | 0.00 | 0 | 0.00 |

**Item Text**

Price List Identification and Date: CHARNSTROM MAIL CENTER VALUE 73B
DATED 2006
Percent Discount: 5%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 110 | MAILROOM EQUIPMENT-HSM | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**

Price List Identification and Date: HSM PRICE SCHEDULE
DATED MAY 2006
Percent Discount: 25%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 120 | MAILROOM EQUIPMENT SUPPLIES-HSM | 0.00 | | 0.00 | 0 | 0.00 |

**Item Text**

**Contract No. 4600010245**

**Contract Original Approval Date: 06/15/2006**

**Supplier Name:**
PRIORITY SYSTEMS INC

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| | Price List Identification and Date: HSM PRICE SCHEDULE DATED MAY 2006<br>Percent Discount: 25% | | | | | |
| 130 | MAILROOM EQUIPMENT-KAS/DAVLIN<br>**Item Text**<br>Price List Identification and Date: DAVLIN PRICE SCHEDULE DATED MAY 9, 2006<br>Percent Discount: 5% | 0.00 | | 0.00 | 1 | 0.00 |
| 140 | MAILROOM EQUIPMENT-LAKE IMAGING<br>**Item Text**<br>Price List Identification and Date: LAKE IMAGE SYSTEMS PRICE SCHEDULE DATED MAY 15,2006<br>Percent Discount: 5% | 0.00 | | 0.00 | 1 | 0.00 |
| 150 | MAILROOM EQUIPMENT-MARTIN YALE<br>**Item Text**<br>Price List Identification and Date: MARTIN YALE INDUSTRIES DATED OCTOBER 1, 2005<br>Percent Discount: 5% | 0.00 | | 0.00 | 1 | 0.00 |
| 160 | MAILROOM EQUIPMENT-RENA<br>**Item Text**<br>Price List Identification and Date: RENA SYSTEMS-GSA DATED MARCH 01, 2006<br>Percent Discount: 5% | 0.00 | | 0.00 | 1 | 0.00 |
| 170 | MAILROOM EQUIPMENT-SC LOGIC<br>**Item Text**<br>Price List Identification and Date: SCLOGIC PRICE SCHEDULE DATED MAY 8, 2006<br>Percent Discount: 5% | 0.00 | | 0.00 | 1 | 0.00 |

Contract No. 4600010245 .
Contract Original Approval Date: 06/15/2006

Supplier Name:
PRIORITY SYSTEMS INC

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 180 | MAILROOM EQUIPMENT-SATORI | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**
Price List Identification and Date: SATORI PRICE SCHEDULE
DATED MARCH 1, 2006
Percent Discount: 5%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 190 | MAILROOM EQUIPMENT-STREAMFEEDER | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**
Price List Identification and Date: STREAMFEEDER PRODUCT PRICE LIST
DATED MAY 16, 2006
Percent Discount: 5%

| Item | Material/Service Desc | Est Qty | UOM | Net Price | Per Unit | Total |
|---|---|---|---|---|---|---|
| 200 | MAILROOM EQUIPMENT-SURE-FEED | 0.00 | | 0.00 | 1 | 0.00 |

**Item Text**
Price List Identification and Date: SURE-FEED DISTRIBUTOR PRICE LIST
DATED 2006
Percent Discount: 5%

## General Requirements for all Items:

**Header Text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: ANDREW ORONS 717-939-2700 EXT 8171

CONTRACTOR ALLOWS COSTAR PARTICIPATION

No futher information for this contract.

**Estimated Total Value:**
$ 180,000.00
Currency: USD

**Contract Number: 4600010246**
**Creation Date: 05/31/2006**

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

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 166214

Vendor Name/Address:
OAK SYSTEMS INC
2940 TURNPIKE DR STE 8
HATBORO PA 19040-4229

Vendor Fax Number: 215-443-7323

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00020140
Our Quotation: 6000107483

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT-ULTRA SYSTEMS
**Item text**

Price List Identification and Date: ULTRA SYSTEMS INC DATED 5/1/2006

Percent Discount: 10.5%

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00020 MAILING EQUIPMENT SUPPLIES-OAK SYSTEMS
**Item text**
Price List Identification and Date: OAK SYSTEMS INC
DATED 1/15/05

Percent Discount: 10%

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00030 MAILING EQUIPMENT-NATCO INC (925)
**Item text**
Price List Identification and Date: PRICE LIST NM21
DATED MARCH 25, 1995

Percent Discount: 41.4%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

Vendor Name:

OAK SYSTEMS INC

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00040 MAILING EQUIPMENT-SECAP

**Item text**

Price List Identification and Date:
PRINTERS & FOLDER/INSERTERS US DEALER PRICE LIST
DATED 3/1/06
SI-5200 & SI-5400 US DEALER PRICE LIST
DATED 4/1/06
SI-4200 & SI-4400 US DEALER PRICE LIST
DATED 9/1/05
JET1 ADDRESSING SYSTEM US DEALER PRICE LIST
DATED 2/1/05

Percent Discount: 13%

00050 MAILING EQUIPMENT-MBM

**Item text**

Price List Identification and Date: MBM CORPORATION PRODUCTS RETAIL PRICE LIST
DATED MARCH 1, 2005

Percent Discount: 12%

00060 MAILING EQUIPMENT-POSTMARK

**Item text**

Price List Identification and Date: POSTMARK DEALER PRICE LIST
DATED JUNE 1, 2005

Percent Discount: 10%

00070 MAILING EQUIPMENT-DUPLO USA

**Item text**

Price List Identification and Date: DUPLO USA OPEN PRODUCT DEALER PRICE LIST
DATED MARCH 27, 2006

Percent Discount: 12%

00080 MAILING EQUIPMENT-DUPLO

**Item text**

Price List Identification and Date: DUPLO PRICE LIST
DATED MARCH 27, 2006

Percent Discount: 11%

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010246**
**Creation Date: 05/31/2006**

Vendor Name:

OAK SYSTEMS INC

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00090 MAILING EQUIPMENT-TRITEK
**Item text**
Price List Identification and Date: TRITEK DEALER PRICE LIST
DATED 6/1/05

Percent Discount: 5%

00100 MAILROOM EQUIPMENT SUPPLIES-MBM
**Item text**
Price List Identification and Date: MBM CORPORATION PRODUCTS RETAIL PRICE LIST
DATED MARCH 1, 2005

Percent Discount: 10%

00110 MAILROOM EQUIPMENT -ASMARC
**Item text**
Price List Identification and Date: ASMARC ACCUFAST AND FREEHAND EQUIPMENT PRICE LIST
DATED APRIL 2006

Percent Discount: 13%

00120 MAILROOM EQUIPMENT SUPPLIES-ASMARC
**Item text**
Price List Identification and Date: ASMARC ACCUFAST AND FREEHAND SUPPLY PRICE LIST
DATED APRIL 2006

Percent Discount: 5%

**SUPPLEMENTAL INFORMATION**

**Header text**
This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)
Please refer to www.spirit.az.gov
CONTACT: STEVE METCALF 215-443-7555
CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
***ESTIMATED VALUE***

**REPRINT**



**Contract Number: 4600010582**
**Creation Date: 08/08/2006**

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

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 101000

Vendor Name/Address:
PITNEY BOWES INC
37 EXECUTIVE DR
DANBURY CT 06810-4147

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00021944
Our Quotation: 6000114258

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| **Item Description Material/Service No.** | **Quantity** | **UOM** | **Price** | **Per Unit** | **TOTAL** |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT
**Item text**
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ X/Yes / /No

Price List Identification and Date: PITNEY BOWES EQUIPMENT PRICE LIST DATED 8/1/2006

Percent Discount: 9.25% FOR DMT AND NOT LESS THAN 15% FOR GMS PRODUCTS
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00020 MAILROOM METER RENTAL
**Item text**
Price List Identification and Date: PITNEY BOWES METER PRICE LIST DATE 8/1/2006

Percent Discount: 0%

**Material PO text**
TO INCLUDE METER RENTALS OF EXISTING DIGITAL AND NON-DIGITAL METERS

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00030 MAILING EQUIPMENT SUPPLIES
**Item text**

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010582**

**Creation Date: 08/08/2006**

Vendor Name:

PITNEY BOWES INC

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

Price List Identification and Date: PITNEY BOWES SUPPLIES LIST 8/1/2006

Percent Discount: 15%

**-----------------------------------SUPPLEMENTAL INFORMATION-----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: BONNIE GLANTZ-ZARLENGA
717-215-0592
BONNIE.GLANTZ@PB.COM
OR
CARL BUSHKO
610-344-4944
CARL.BUSHKO@PB.COM

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

200,000.00
***ESTIMATED VALUE***

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



**Contract Number: 4600010583**
**Creation Date: 08/08/2006**

Purchasing Agent:
Name: Karen Rhinehart
Phone: 717-346-8177
Fax: 717 346-3820
E-mail: KRHINEHART@state.pa.us
Valid from/to: 07/01/2006 - 06/30/2007

Your vendor number with us: 162909

Vendor Name/Address:
BELL & HOWELL
3501 B TRICENTER BLVD
DURHAM NC 27713-1868

Vendor Fax Number: 919-767-4347

Please Deliver To:

*** TBD AT TIME OF PURCHASE ORDER ***

*** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
Collective No.: CN00021944
Our Quotation: 6000114255

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

00010 MAILROOM EQUIPMENT
**Item text**
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached
/ X/Yes / /No

Price List Identification and Date:GSA PRICING DATED 8/1/2006

Percent Discount:0%
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00020 MAILROOM EQUIPMENT MAINTENANCE
**Item text**
Price List Identification and Date: GSA EQUIPMENT PRICE DATED 8/1/2006

Percent Discount: 10% FIRST 12 MONTHS ONLY-FULL COVERAGE

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***

**Contract Number: 4600010583**
**Creation Date: 08/08/2006**

Vendor Name:

BELL & HOWELL

| Item Description Material/Service No. | Quantity | UOM | Price | Per Unit | TOTAL |
|---|---|---|---|---|---|

**----------------------------------SUPPLEMENTAL INFORMATION----------------------------------**

**Header text**

This contract will cover items not covered under WSCA contract EPS050075 including but not limited to Production mail equipment, bursters, shredders, collators, decollators, shipping systems, bar code scanning, addressing printers, papercutters and mailroom furniture (sorting bins, dump tables, mobile consoles, mail carts and mail bags.)

Please refer to www.spirit.az.gov

CONTACT: RICK PASKE
919-767-6778
RICHARD.PASKE@BOWEBELLHOWELL.COM

CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

200,000.00
***ESTIMATED VALUE***

Contract Reference Number: 7490-03
SAP Contract Number: 4600010582
Change Number: 1
Change Effective Date: 10/19/2006

**COMMONWEALTH OF PENNSYLVANIA**
**DEPARTMENT OF GENERAL SERVICES**
**HARRISBURG**

**For:** All using Agencies of the Commonwealth

**Subject:** Mailroom Equipment and Supplies (NOT WSCA-7490-04)
**Contract Period:** Beginning July 1, 2006 and Ending June 30, 2007

**Buyer Name:** Karen Rhinehart 717-346-8177

**CHANGE SUMMARY:**

PITNEY BOWES INVOICING ADDRESSES

For invoicing when leasing equipment use SAP Vendor #212328, Pitney Bowes Global Financial as the PI.

For invoicing when purchasing equipment/accessories/supplies/meter rental use SAP vendor #101000-012, Pitney Bowes Inc as the PI.

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ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 7490-03
SAP Contract Number: 4600010246
4600010245
Change Number: 2
Change Effective Date: Immediately

**COMMONWEALTH OF PENNSYLVANIA**
**DEPARTMENT OF GENERAL SERVICES**
**HARRISBURG**

**For:** All using Agencies of the Commonwealth

**Subject:** Mailroom Equipment and Supplies (NOT WSCA-7490-04)
**Contract Period:** Beginning July 1, 2006 and Ending June 30, 2007

**Buyer Name:** **Karen Rhinehart (717) 346-8177**

**CHANGE SUMMARY:**

**VENDOR CHANGE FOR SATORI PRODUCTS**

**ALL SATORI PRODUCTS PREVIOUSLY PURCHASED FROM 4600010246 (OAK SYSTEMS) ARE TO BE PURCHASED USING CONTRACT 4600010245 (PRIORITY SYSTEMS)**

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ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 7490-03
SAP Contract Number: 4600010241
Change Number: 3
Change Effective Date: 11/01/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

**For:** All using Agencies of the Commonwealth

**Subject:** Mailroom Equipment and Supplies (NOT WSCA 7490-04)
**Contract Period:** Beginning July 1, 2006 and Ending June 30, 2007

**Buyer Name:** **Karen Rhinehart 717-346-8177**

CHANGE SUMMARY:

In accordance with the update option, the following vendor has supplied the Department of General Services with changes to the contract to reflect new price lists.

**KWIK FILE, LLC** (SAP 4600010241) use price list : **2007 Price List and Specification Guide** dated **October 1, 2006**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-03
Change Number: 4
Change Effective Date: 07/01/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: **All Using Agencies of the Commonwealth**

Subject: **Mailroom Equipment and Supplies (NOT WSCA 7490-04)**

Contract Period: **Beginning July 1, 2006 and Ending June 30, 2006, Extended through June 30, 2008**

Buyer Name: **Karen Rhinehart/717-346-8177**

CHANGE SUMMARY:

In accordance with the **Option to Renew** the following contractors have mutually agreed to renew this contract for an additional one (1) year beginning July 1, 2007 and ending June 30, 2008.

| **Contractor:** | **Contract Number:** | **Contractor:** | **Contract Number:** |
|---|---|---|---|
| *POSG* | *4600010227* | *Storagetek* | *4600010235* |
| *Moore Wallace* | *4600010236* | *Hamilton Sorter* | *4600010239* |
| *Trans American office Furniture* | *4600010240* | *Kwik File* | *4600010241* |
| *Gunther International* | *4600010243* | *Priority Systems* | *4600010245* |
| *Oak Systems* | *4600010246* | *Pitney Bowes* | *4600010582* |
| *Bell & Howell* | *4600010583* | | |

**Contract 4600010582**-Pitney Bowes Use PB meter price list and PB Equipment Price List and PB supplies price list dated July 1, 2007 thru June 30, 2008

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

PitneyBowes Engineering the flow of communication™

**Commonwealth of Pennsylvania Contract Number: 4600010582**

**Pitney Bowes Meter Price List - July 1, 2007 thru June 30, 2008**

| Meter | Rental Meter Price per Month | Rental Meter Price per Quarter | Leased Meter Price per Month | Leased Meter Price per Quarter |
|---|---|---|---|---|
| K700 | $25.00 | $75.00 | $25.00 | $75.00 |
| K705 | $25.00 | $75.00 | $25.00 | $75.00 |
| A900 | $62.90 | $188.70 | $68.50 | $205.50 |
| A905 | $73.30 | $219.90 | $73.30 | $219.90 |
| B700 | $28.80 | $86.40 | $24.60 | $73.80 |
| B705 | $35.90 | $107.70 | $35.90 | $107.70 |
| B900 | $63.00 | $189.00 | $68.50 | $205.50 |
| E100 | $82.45 | $247.35 | $68.55 | $205.65 |
| E101 | $82.45 | $247.35 | $68.55 | $205.65 |
| E102 | $94.80 | $284.40 | $94.80 | $284.40 |
| E105 | $94.80 | $284.40 | $94.80 | $284.40 |
| E301 | $83.25 | $249.75 | $69.25 | $207.75 |
| E306 | $95.75 | $287.25 | $95.75 | $287.25 |
| E700 | $14.75 | $44.25 | N/A | N/A |
| E707 | $14.75 | $44.25 | N/A | N/A |
| F800 | $53.00 | $159.00 | $53.00 | $159.00 |
| F900 | $53.00 | $159.00 | $53.00 | $159.00 |
| P700 | $31.00 | $93.00 | $31.00 | $93.00 |
| P705 | $39.00 | $117.00 | $39.00 | $117.00 |
| 1A00 | $69.00 | $207.00 | $69.00 | $207.00 |
| 1A05 | $77.25 | $231.75 | $77.25 | $231.75 |
| 1P00 | $53.00 | $159.00 | $54.00 | $162.00 |
| 1P05 | $60.00 | $180.00 | $54.00 | $162.00 |
| P7L1 | $53.00 | $159.00 | $54.00 | $162.00 |
| P7L5 | $60.00 | $180.00 | $60.00 | $180.00 |
| 6500 | $62.90 | $188.70 | $68.40 | $205.20 |
| 6501 | $62.90 | $188.70 | $68.40 | $205.20 |
| 6502 | $85.95 | $257.85 | $85.92 | $257.76 |
| 6505 | $73.30 | $219.90 | $73.30 | $219.90 |
| 6900 | $112.40 | $337.20 | $23.95 | $71.85 |
| 6905 | $33.30 | $99.90 | $33.30 | $99.90 |
| 6909 | $28.10 | $84.30 | $23.95 | $71.85 |
| 1M00 | $69.00 | $192.00 | $69.00 | $207.00 |
| 1M05 | $77.25 | $231.75 | $77.25 | $231.75 |
| 1A0T | $68.00 | $204.00 | $74.00 | $222.00 |
| 1A0T Weight breaks | $136.00 | $408.00 | $148.00 | $444.00 |
| 1AGT | $68.00 | $204.00 | $74.00 | $222.00 |
| 1AGT Weight breaks | $136.00 | $408.00 | $148.00 | $444.00 |
| 1APT | $95.00 | $285.00 | $95.00 | $285.00 |

Pitney Bowes Engineering the flow of communication™

# Commonwealth of Pennsylvania Contract Number: 4600010582

## Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| **Global MailStream Solutions Products** | | |
| CMK2 | Mailstation w/2lb scale | $316 |
| CMK5 | Mailstation w/5lb scale | $556 |
| SBPJ | DM200 w/50 accounts | $1,091 |
| SBVK | DM200 w/50 accounts & 2lb scale | $1,701 |
| SBVL | DM200 w/50 accounts & 5lb scale | $1,933 |
| AWLS | E-learning Seminar | $126 |
| 1225 | Letter Opener | $2,307 |
| DF50 | DF500 Folder | $4,126 |
| SP6R | DF500 Folder w/FD78 Stacker | $4,925 |
| **Document Messaging Technology Products** | | |
| 921H | Upper Fold Plate | $453 |
| 921J | Lower fold plate | $453 |
| 921K | Lower Deflector | $453 |
| 921L | Upper Deflector | $453 |
| 921V | Add. Folding capability | $6,314 |
| 922R | 6-1/4" Lower Buckle Chute | $3,414 |
| R20B | 9x12 Hardware | $6,055 |
| R21A | Reverse Accumulator | $1,978 |
| R252 | Trim and Vac for HAF | $6,702 |
| R254 | Forms Conveyor | $7,949 |
| R255 | Vertical Folder | $5,027 |
| R256 | Low Cap Divert for Buffer Y17x | $3,834 |
| R257 | Low Cap Divert with Smart Deflect for Buffer Y17x | $5,141 |
| Y102 | Right Angle Forms Conveyor | $8,026 |
| Y103 | In-line Forms Conveyor Domestic | $11,155 |
| Y111 | Turbo Burster Module | $49,072 |
| Y12A | 1/8" Blade Assembly left to right for all cutters | $12,478 |
| Y12B | 1/6" Blade Assembly left to right for all cutters | $12,478 |
| Y12C | ¼" Blade Assembly left to right for all cutters | $12,478 |
| Y12D | 2 Blade Assembly 1/4" chamfer left to right for all cutters | $12,478 |
| Y12E | 7.8 mm Blade Assembly left to right for all cutters | $12,478 |
| Y12F | 1.8" Blade Assembly right to left for all cutters | $12,478 |
| Y12G | 1/6" Blade Assembly right to left for all cutters | $12,478 |
| Y12H | 1/4" Blade Assembly right to left for all cutters | $12,478 |
| Y12K | 7.8 mm Blade Assembly right to left for all cutters | $12,478 |
| Y130 | Sheet Feeder Module | $31,348 |
| Y139 | FIM (Feeder Interface Module) | $5,245 |
| Y13A | Trim Right w/ Bucket (sht fdr) | $1,906 |
| Y13B | Trim Left w/ Bucket (sht fdr) | $1,516 |
| Y13C | Trim Center | $1,378 |
| Y13D | Trim Right w/ Funnel (sht fdr) | $1,906 |
| Y13E | Trim Left w/ Funnel (sht fdr) | $1,906 |
| Y13F | Dual Slit Assembly with Bracket | $2,666 |
| Y13G | Dual Slit Assembly with Funnel | $2,525 |
| Y15F | Bouncing Buckle Chute < 5 req. Y155 | $2,268 |
| Y15G | Bouncing Buckle Chute > 5 req. Y155 | $2,337 |
| Y180 | Elevator Module for modular inputs | $8,094 |
| Y194 | Funnel Assembly for Modular Inputs | $726 |
| Y199 | Universal Trim Collector | $16,789 |

Pitney Bowes Engineering the flow of communication™

**Commonwealth of Pennsylvania Contract Number: 4600010582**

**Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008**

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| Y19A | Dual Capability Trim Collection System | $18,241 |
| Y201 | Enhanced Alpha West Port Transfer Module | $29,702 |
| Y202 | Enhanced Alpha West Port Dual Input Transfer Module | $33,009 |
| Y203 | Enhanced Alpha Standard Fim | $7,940 |
| Y204 | Enhanced Alpha Wide Body Fim | $9,783 |
| Y206 | Enhanced Alpha Transfer Module | $29,702 |
| Y207 | Enhanced Alpha Dual Input Transfer Module | $33,009 |
| Y208 | Enhanced Alpha Accumulator Folder | $46,816 |
| Y21D | Enhanced Alpha Dual Web Cutter includes choice of 1 blade assembly | $62,676 |
| Y231 | HAF Dual Accumulator 4 Roller Folder—Standard | $45,320 |
| Y241 | Dual Accumulator 4 Roller Folder—Standard | $32,466 |
| Y250 | Enhanced 36K Sheet Feeder Module | $47,904 |
| Y25S | Enhanced Alpha 25K Single Web Cutter includes choice of 1 blade assembly | $66,031 |
| Y431 | HPI Sheet Feeder | $83,944 |
| Y470 | HPI Accumulator Module | $54,450 |
| Y471 | HPI Folder | $11,344 |
| Y472 | HPI Reverse Accumulator Module | $54,450 |
| Y47E | HPI East Port Transfer Module | $68,063 |
| Y47N | HPI No North Port Kit - TM | $1,815 |
| Y47W | HPI West Port Module | $68,063 |
| Y48E | HPI East Port Broker Fold Transfer Module | $39,839 |
| Y48N | HPI No North Port Kit - Broker Fold TM | $1,815 |
| Y48W | HPI West Port Broker Fold Transfer Module | $39,839 |
| R260 | OMR scan-H', HAF (Single channel / location) | $1,882 |
| R261 | Barcode scan-H', HAF (1st channel) | $2,360 |
| R262 | OMR scan- B', BAF (1st channel, 1 pair) | $3,669 |
| R263 | Barcode scanner-B', BAF (1st channel, 1 pair) | $4,719 |
| R264 | OMR scanner- H', HAF (additional channel #2) | $868 |
| R265 | OMR scanner- H', HAF (Additional channel #3) | $953 |
| R266 | OMR scanner- H', HAF (Additional channel #4) | $783 |
| R267 | OMR scanner-B', BAF (Additional channel, 1 pair) | $1,906 |
| R268 | Barcode scan- R451/3 (1st channel) | $2,791 |
| R278 | OMR scan- R451/3 (1st channel) | $1,815 |
| R279 | OMR scan- R451/3 (Additional channel) | $2,269 |
| RDA8 | Scanning kit - Moving Beam (input or output, per channel) | $3,317 |
| RDA9 | Camera Scan kit (non-Cognex; input or output, per channel) | $14,293 |
| RD4A | Camera Scan Kit - Input (Cognex 4100) | $14,293 |
| RD4B | Camera Scan Kit - Enclosure (Cognex 4100) | $14,293 |
| RD4C | Camera Scan Kit - Output (Cognex 4100) | $14,293 |
| RD5A | MBS Kit - Single Line (Standard Bar code) | $4,129 |
| RD5B | MBS Kit - Raster (Narrow Bar code) | $4,129 |
| RD5C | MBS H' Top Scan Single Line (Non raster Standard) | $4,129 |
| RD5D | MBS H' Top Raster Scanner (Narrow width bar code) | $4,129 |
| RD5J | MBS HAFT Top Scan Single Line (Non raster standard) | $4,129 |
| RD5K | MBS HAFT Top Raster Scanner (Narrow bar code) | $4,129 |
| RD5N | MBS C' Top Scan Single Line 2 Channels | $8,258 |
| RD5P | MBS C' Top Raster Scan Single Line 2 Channels | $8,258 |
| RD5R | MBS C' Bottom Scan Single Line 2 Channels | $8,258 |
| RD5S | MBS C' Bottom Scan Single Line | $8,258 |
| RD5T | MBS Series Output Sealer Scan Single Line | $4,129 |
| RD5U | MBS Series Output Sealer Raster Scanner | $4,129 |
| RD5X | MBS Series Output Sealer Scan Single Line | $4,129 |
| RD5Y | MBS Series Output Sealer Raster Scanner | $4,129 |

Pitney Bowes

## Commonwealth of Pennsylvania Contract Number: 4600010582

### Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| RD6A | Camera Scan Kit - (Cognex 4000) | $14,293 |
| RD6B | Camera Scan Kit - (Cognex 4000) | $14,293 |
| RDA8 | Scanning kit - Moving Beam (input or output, per channel) | $3,317 |
| RDA9 | Camera scanning kit - Non cognex Input or output per channel | $14,293 |
| Y25A | Top Bar Code Scanning - API 36S | $2,360 |
| Y25B | Bottom Bar Code Scanning - API36S | $2,360 |
| Y26A | OMR 1st Channel Top/First Third | $1,906 |
| Y26B | OMR 1st Channel Bottom Last Two Thirds | $1,906 |
| Y26C | OMR 2nd Channel Top/Bottom - API36S | $868 |
| Y26D | OMR 3rd Channel Top - API36S | $953 |
| Y26E | OMR 4th Channel Top - API36S | $861 |
| Y270 | Barcode scanner-Dual Web Cutter (1st channel, 2 scanners) | $4,395 |
| Y271 | OMR scanner-Dual Web Cutter (1st channel, 2 scanners) | $4,160 |
| Y272 | Barcode scanner-Single Web Cutter (1st position) | $2,931 |
| Y273 | OMR scanner-Single Web Cutter (1st position) | $2,441 |
| Y274 | OMR scanner- Single Web Cutter (Additional channel) | $1,277 |
| Y275 | OMR scanner-Dual Web Cutter (Additional channel, 2 scanners) | $1,906 |
| Y276 | Barcode scanner-Single Web Cutter (Additional channel) | $2,275 |
| Y277 | OMR scanner-Single Web Cutter (Additional channel) | $2,926 |
| Y43A | HPI 50S Bottom Fixed Beam Scanning | $2,360 |
| Y43B | HPI 50S Top Left Fixed Beam Scanning | $2,360 |
| Y43C | HPI 50S Top Right Fixed Beam Scanning | $2,360 |
| Y43D | HPI 50S Top Moving Beam Scanning | $4,129 |
| R4A0 | 8 Series Inserter (with 8 enclosure feeders) | $163,278 |
| R4A4 | 8 Series Inserter (with 2 enclosure feeders) | $132,754 |
| R4A6 | 8 Series Inserter (with 4 enclosure feeders) | $144,137 |
| R4A8 | 8 Series Inserter (with 6 enclosure feeders) | $151,203 |
| R4B2 | 8 Series Inserter (with 10 enclosure feeders) | $170,982 |
| R4B4 | 8 Series Inserter (with 12 enclosure feeders) | $194,772 |
| ZX1C | Air Compressor | $2,337 |
| ZX50 | Modular Friction Feeder | $5,164 |
| ZX 55 | Modular Rotary Feeder | $12,024 |
| ZXB3 | FPS Buffer | $20,126 |
| ZXF1 | FPS12F - 3 Feeder 10 x 13 Chassis | $152,660 |
| ZXF2 | FPS12F - 6 Feeder 10 x 13 Chassis | $161,617 |
| ZXF3 | FPS12F - 9 Feeder 10 x 13 Chassis | $193,815 |
| ZXF4 | FPS12F - 12 Feeder 10 x 13 Chassis | $226,027 |
| ZXF5 | FPS14F - 3 Feeder 10 x 13 Chassis | $170,810 |
| ZXF6 | FPS14F - 6 Feeder 10 x 13 Chassis | $179,767 |
| ZXF7 | FPS14F - 9 Feeder 10 x 13 Chassis | $211,965 |
| ZXF8 | FPS14F - 6 Feeder 10 x 13 Chassis | $244,176 |
| ZXL1 | FPS12 - 3 Feeder 6 x 9 Chassis | $147,133 |
| ZXL2 | FPS12 - 6 Feeder 6 x 9 Chassis | $143,939 |
| ZXL3 | FPS12 - 9 Feeder 6 x 9 Chassis | $163,250 |
| ZXL4 | FPS12 - 12 Feeder 6 x 9 Chassis | $195,439 |
| ZXL5 | FPS14 - 3 Feeder 6 x 9 Chassis | $165,283 |
| ZXL6 | FPS14 - 6 Feeder 6 x 9 Chassis | $162,089 |
| ZXL7 | FPS14 - 9 Feeder 6 x 9 Chassis | $181,400 |
| ZXL8 | FPS14 - 12 Feeder 6 x 9 Chassis | $213,589 |
| FL54 | FlowMaster Standalone Air | $4,288 |
| FL55 | FlowMaster Vacuum Pump | $2,495 |
| FL56 | FlowMaster FX Top Edge Marker | $7,260 |
| FL57 | FlowMaster FX Bottom Edge Marker 6x9 | $7,260 |

Pitney Bowes Engineering the flow of communication™

# Commonwealth of Pennsylvania Contract Number: 4600010582

## Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| FL5B | FlowMaster FX Bottom Edge Marker 10x13 | $7,260 |
| Y571B | FlowMaster FX Twist Module | $14,066 |
| RD3L | DC Computer | $5,853 |
| FLSG | FlowMaster Servo 12000 3 station 6x9 | $85,849 |
| FLSY | FlowMaster Servo 12000 6 station 6x9 | $94,924 |
| FLS6 | FlowMaster Servo 12000 9 station 6x9 | $122,149 |
| FLS8 | FlowMaster Servo 12000 12 station 6x9 | $135,762 |
| FLMJ | FlowMaster Servo 12/12 3 station 10x13 | $103,999 |
| FLMZ | FlowMaster Servo 12/12 6 station 10x13 | $122,149 |
| FLM7 | FlowMaster Servo 12/12 9 station 10x13 | $149,374 |
| FLM9 | FlowMaster Servo 12/12 12 station 10x13 | $176,599 |
| 923X | Feeder Extensions | $186 |
| 925B | Overdetector Kit | $3,149 |
| 925F | Over/Under Kit | $826 |
| R452 | Mid-Station Operator Intervention Station | $2,269 |
| R455 | Enhanced Check feeder/Divider Page Extractor | $47,369 |
| Y172 | 2 Stage Buffer--8 Series | $16,295 |
| R103 | Left takeaway | $21,335 |
| R113 | MOS Aligner/Sealer | $17,220 |
| Y30B | Add'l 17" DC Monitor view only w/Stand | $2,269 |
| Y314 | Sideless Vertical Stacker | $6,066 |
| Y315 | Sideless Vertical Stacker with Flap Detection | $5,445 |
| Y316 | Heavies Divert Bin & Stacker | $12,269 |
| Y320 | Universal Vacuum Base | $13,613 |
| Y321 | Inkjet Print Dryer | $4,538 |
| Y323 | MCS 4" HP Print | $32,670 |
| Y362 | Top Edge Marker - 8&9 Series | $1,042 |
| Y363 | Bottom Edge Marker for R118/103 | $1,227 |
| Y378 | Transfer Only Module | $4,762 |
| Y380 | Power Stacker | $4,737 |
| Y381 | Power Stacker Flats Only Extension | $2,623 |
| Y382 | In-Line Power Stacker | $5,453 |
| Y384 | Extended Tray | $835 |
| FL7E | FlowMaster Flat Conveyor | $4,206 |
| MD14 | Short Shingle Conveyor | $2,768 |
| Y49B | OES Offset Kit | $7,260 |
| Y490 | On-Edge Stacker | $21,780 |
| Y388 | Weigh-on-the-Fly™ (WOF) Scale | $23,822 |
| R751 | DM Infinity 16k (Non PB Upgrade) | $16,330 |
| R752 | DM Infinity 16k (PB Upgrade) | $16,330 |
| R761 | DM Infinity 16k New Placement | $16,330 |
| R762 | DM Infinity 22k New APS Placement | $21,775 |
| R763 | DM Infinity 22kr Reset-On-Fly New Placement | $28,128 |
| R770 | DM Infinity Non-PB Installation | $453 |
| R77H | Seal Only Head | $1,020 |
| R77Y | DM Infinity Series Roll-up Module | $86,212 |
| R77Z | DM Infinity Stand - Non PB Systems | $454 |
| RD6R | Lake Linescan Kit | $38,568 |
| R771 | DM Infinity Accounting Integration Kit for 1 Meter | $299 |
| R772 | DM Infinity Accounting Integration Kit for 2 Meters | $348 |
| R773 | DM Infinity Accounting Integration Kit for 3 Meters | $399 |
| R774 | DM Infinity Accounting Integration Kit for DM 1000 | $408 |
| R120 | Kodak VersaMark 120dpi Printer | $33,970 |

## Commonwealth of Pennsylvania Contract Number: 4600010582

### Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| R121 | Kodak VersaMark 240dpi Printer | $47,310 |
| R12B | Kodak-Sealer Print Head Install Kit & Integration | $5,312 |
| R503 | DC to Meterlink Kit | $908 |
| R7AZ | Weigh on the Fly -Meter Select Software | $14,706 |
| RD04 | DC Printer Integration SW | $16,789 |
| RD12 | SmartScan Input Barcode Scan s/w | $9,075 |
| RD23 | Collation Log File (fixed format) | $6,806 |
| RD3J | DC Computer | $5,853 |
| RD60 | Direct Reports with meter report | $4,538 |
| RD63 | Auto Re-synchronization--Filebased Only | $25,704 |
| RD66 | Feeder to Feeder Match/Merging on TM | $7,432 |
| RD67 | Application Engineering in Manufacturing (1 job included w/system; per job fee for ea add'l) | $1,479 |
| RD68 | Prioritized Select SW | $14,157 |
| RD69 | Outsort On Account Number | $7,010 |
| RD6S | Integrity Report Tool | $4,538 |
| RD70 | Insert Verification Software | $4,955 |
| RD71 | Weight Verification Software | $9,706 |
| RD72 | Total Weigh with Prioritized Select Software | $14,157 |
| RD73 | Resettable Meter Control Software | $4,538 |
| RD78 | Intelligent Inkjet Printing - Text/Graphics | $18,150 |
| RD80 | MasterTrack Chassis High Integrity Software | $21,780 |
| RD87 | Prime DC | $30,710 |
| RD88 | Advanced DC | $74,560 |
| RD8A | Upgrade Prime DC To Advanced DC | $47,644 |
| RD93 | Application Engineering (per job in field) | $4,460 |
| RD97 | File Audit/Sequence Check | $12,705 |
| RD3W | DC NT Workstation Computer | $5,141 |
| RD44 | File Based Control Software | $35,846 |
| RD62 | DC Workstation Base Software | $11,344 |
| RD3N | DC Mid-range Server | $35,515 |
| RD3G | DC Mission Critical Server | $62,990 |
| RD3M | DC Standard Server | $14,016 |
| RDPN | Mailrun Manager Insite | $36,300 |
| R71U | OMS Upgrades | $39,640 |
| Y503 | APS 3 Station Chassis | $68,833 |
| Y504 | APS 4 Station Chassis | $73,102 |
| Y506 | APS 6 Station Chassis | $88,222 |
| Y507 | APS 7 Station Chassis | $91,699 |
| Y508 | APS 8 Station Chassis | $94,157 |
| Y509 | APS 9 Station Chassis | $106,870 |
| Y510 | APS 10 Station Chassis | $109,165 |
| Y514 | APS 14 Station Chassis | $132,488 |
| Y516 | APS 16 Station Chassis | $137,150 |
| Y518 | APS 18 Station Chassis | $152,849 |
| Y540 | Mail Stream Merge Module | $124,781 |
| Y550 | APS Enclosure Feeder | $12,297 |
| Y551 | APS Scanner for Enclosure Feeder | $3,217 |
| Y560 | APS Engine/Takeaway/Sealer/2 VS | $235,501 |
| Y571A | APS Twist Module | $14,066 |
| Y572 | APS 6 Stage Buffer | $36,917 |
| Y580 | APS/FPS Flat Panel Touch Screen Monitor | $2,268 |
| Y581 | Additional APS Monitor (non-touch) For West Port | $4,991 |
| Y582 | Additional APS Monitor (non-touch) For East Port | $4,991 |

Pitney Bowes Engineering the flow of communication™

## Commonwealth of Pennsylvania Contract Number: 4600010582

### Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| Y583 | Additional APS Monitor (non-touch) For Non TM1 | $4,991 |
| Y584 | Flatpanel Touchscreen Field Upgrade | $2,495 |
| Y701 | APS 2 Vbin Module | $18,831 |
| Y703 | APS Mailing Machine/Vbin | $11,217 |
| Y732 | APS Bottom Edge Marker | $7,260 |
| Y734 | Top Edge Marker, First Color | $7,260 |
| Y735 | Top Edge Marker, Second Color | $7,260 |
| SD61 | Productivity Optimization Training for DF Works | $10,890 |
| SD62 | Productivity Optimization Training for DF Works 2 | $11,797 |
| SD72 | High Speed Integration Service | $19,800 |
| R790006 | DM Infinity Retro Kit, B&H Modular MOS (Requires 1- R770 Install) | $449 |
| R790007 | DM Infinity Retro Kit, B&H Integrated MOS (Requires 1- R770 Install) | $1,134 |
| R790008 | Kit - Accessory (Hasler Meter, Short Deck, S309) (Requires 1- R770 Install) | $268 |
| Z9T0 | Production Mail Training | $3,584 |
| RDMA | DFWorks Postage Accounting Solution--1 Server Configuration | $36,209 |
| RDMB | DFWorks Postage Accounting Solution--2 Server Configuration | $81,584 |
| RDMC | DFWorks Integration Kit--Enables other DFWorks Modules | $27,134 |
| RDM1 | Mail Stream Monitor(ISC/Competitive/6100 Mailing) - 1 Meter | $5,899 |
| RDM2 | Mail Stream Monitor(ISC/Competitive) - 2 Meters | $7,895 |
| RDM3 | Mail Stream Monitor(ISC/Competitive) - 3 Meters | $8,621 |
| RDM5 | Mail Stream Monitor(Paragon) - 1Meter | $7,732 |
| RDM6 | Mail Stream Monior(DM Series) - 1Meter | $5,354 |
| RDB1 | MSM to Infinity Meter Connection Kit - 1 meter | $5,899 |
| RDB2 | MSM to Infinity Meter Connection Kit - 2 meter | $7,895 |
| RDB3 | MSM to Infinity Meter Connection Kit - 3 meter | $8,621 |
| RDMD | DF Works Productivity Reports - Base Pkg. | $54,359 |
| RDME | DF Works Productivity Reports - Standard Pkg. Upgrade | $36,209 |
| RDMF | DF Works Productivity Reports - Level 3 | $89,910 |
| RDPM | InSite - File Audit (Maximum 4 Systems) | $18,150 |
| RDPN | InSite (5+ Systems) | $36,300 |
| Z9S0 | ServiceWorks Installation Base | $2,268 |
| Z9S1 | ServiceWorks Installation Input | $4,083 |
| Z9S2 | ServiceWorks Installation Filebased | $4,900 |
| Z9R0 | ServiceWorks Equipment Inspection Program - Base | $2,268 |
| Z9R1 | ServiceWorks Equipment Inspection Program - Single Input | $3,357 |
| Z9R2 | ServiceWorks Equipment Inspection Program - Filebased | $4,265 |
| Z9R3 | ServiceWorks Equipment Inspection Program - Dual Inputs | $5,354 |
| Z9R4 | ServiceWorks Preventive Maintenance Service - Base | $1,089 |
| Z9R5 | ServiceWorks Preventive Maintenance Service - Single Input | $2,450 |
| Z9R6 | ServiceWorks Preventive Maintenance Service- Filebased | $2,904 |
| Z9R7 | ServiceWorks Preventive Maintenance Service - Dual Inputs | $3,357 |
| Z9T6 | DM Infinity New Operator Training | $449 |
| Z9F1 | DM Ininity Non-EMA Installation per labor (2hr) unit cost- 2 units required per DM Infinity install | $344 |
| 1000127-02 | Eight (8) Standard Sorting Pocket Cluster | $11,797 |
| 1000156-01 | Inkjet Printer (POSTNET/TEXT PRINTER) | $4,719 |
| 1000191-03 | Selective Letter Opener | $14,970 |
| 1000253-01 | WABCR - Barcode Sort Only, No OCR | $14,520 |
| 1000414-01 | Installation, Testing, & Training, Combo Unit | $18,150 |
| 1000526-01 | Dual LVE Workstation with 17" Monitor | $3,775 |
| 1001178-02 | Multi-tier Elevator | $33,123 |
| 1001179-02 | 180- Degree Turn | $27,950 |
| 1001180-03 | Sixteen (16) Standard Multi-Tier Sorting Pocket Cluster | $19,965 |
| 1001489-01 | Multi-tier Base Transport | $151,552 |

Pitney Bowes Engineering the flow of communication™

## Commonwealth of Pennsylvania Contract Number: 4600010582

### Pitney Bowes Equipment Price List - July 1, 2007 thru June 30, 2008

| ITEM | DESCRIPTION | PRICE |
|---|---|---|
| 1001550-01 | MailCode Wide Area Bar Code Reader (WABCR) | $7,441 |
| 1001670-04 | (RDS) Remote Diagnostic Server | $22,687 |
| 1001808-06 | Multi-tier Hardware Spares Kit | $5,445 |
| 1002060-01 | 4-tier Tray Rack w Standard Empty Tray Conveyor | $1,996 |
| 1002068-01 | Tray Tag Printer for Multi-tier | $1,793 |
| 1002259-01 | 90-Degree Turn | $25,410 |
| 1002298-04 | Imaje Endorsement/redate Jet Printer | $16,244 |
| 1002312-04 | Imaje Black Continuous Ink Jet Printer | $16,244 |
| 1005353-01 | RAF 36K MLOCR Outgoing Argosy Post Standard Edition | $85,305 |
| 1005325-01 | RAF 24K MLOCR Outgoing Argosy Post Standard Edition | $69,877 |
| 1005354-01 | RAF 13K MLOCR Outgoing Argosy Post Standard Edition | $36,300 |
| 1005357-01 | RAF 13K MLOCR Incoming Argosy Post Standard Edition | $31,762 |
| 1005356-01 | RAF 24K MLOCR Incoming Argosy Post Standard Edition | $54,450 |
| 1005355-01 | RAF 36K MLOCR Incoming Argosy Post Standard Edition | $77,137 |
| 1006303-01 | Selective Letter Opener for Multi-tier | $31,671 |
| 1005581-01 | Hardware Spares Kit, Oly II | $8,167 |
| 88740415 | Two (2) USPS Tray Tag Printers Option | $3,586 |
| 88740487 | Eight (8) Standard Sorting Pocket Racks | $1,497 |
| 88740725 | Mail Justifier Station | $934 |
| 88740726 | High Speed Network Laser Printer | $1,452 |
| 88740727 | One Flats Station Printer | $1,793 |
| 88740968 | Double Document Detector | $10,436 |
| 88740975 | Olympus II BaseTransport | $151,552 |
| 88741014 | 2-line LCD Display. | $1,515 |
| 88741018 | Labeler Hardware Kit | $283 |
| 88741283 | Postnet Verifier | $6,624 |
| 88741279 | Flourescent Reader | $6,624 |
| 1007736-02 | USPS FASTforward Integration | $19,438 |
| 1006166-01 | Autoscript Interoffice 24k OCR | $23,595 |
| 1006164-01 | Autoscript Interoffice 13k OCR | $13,431 |
| 88900150 | Testing & Training Outgoing Unit (required) | $9,075 |
| 88900151 | Incoming LVE Workstation With 17" Monitor | $3,775 |
| 88900161 | Installation Testing And Training Inbound | $13,612 |
| 1006865-01 | Annual License Fee; Bell&Howell Combine Software | $3,303 |
| 88900293 | One Case of In-Line Labeler Incoming Labels | $250 |
| 88900180 | Helpdesk Support (required) | $7,500 |

Consumables — Consumables are calculated at 1% of list price of sorter for every 50,000 pieces processed per day Ex: List price of sorter = $300,000. 100,000 pieces processed per day. Consumables Package = $6,000 per year

Pitney Bowes Engineering the flow of communication™

**Commonwealth of Pennsylvania Contract Number: 4600010582**

**Pitney Bowes Supplies with a 15% Discount Off List Price -**

**July 1, 2007 thru June 30, 2008**

| | ITEM # | DESCRIPTION | PRICE |
|---|---|---|---|
| E-Z SEAL | | | |
| | 601-0 | E-Z Seal/4 pt btles per ctn | 39.94 |
| | 601-7 | E-Z Seal/4oz dabber btl/1 per ctn | 5.09 |
| | 601-9 | 4oz Flip Top Bottle | 14.44 |
| | 603-1 | 28 oz - Envelope Moistening Btl | 46.74 |
| | 603-2 | 10 oz - Tape Moistening Btl | 30.59 |
| | 604-0 | E-Z Seal/4 pt btls per ctn | 46.74 |
| | 604-1 | E-Z Seal Env Moist Btl | 46.74 |
| | 604-2 | E-Z Seal Tape Moist Btl | 39.94 |
| | 605-0 | E-Z Seal / 5 gal cubetainer | 71.90 |
| | 607-0 | E-Z Seal 55 Gallon Drum | 446.24 |
| | 607-5 | E-Z Seal Drum & Pump Pak | 467.49 |
| | 606-0 | E-Z Seal / 4 pt btls per ctn | 50.90 |
| | 608-0 | E-Z Seal/4 1/2 gal btls per ctn | 48.44 |
| TAPE | | | |
| | 610-0 | 5" Tape Rolls/6 rolls per ctn | 55.24 |
| | 610-7 | Self Adhesive Tape - 3 Rolls/Box | 57.59 |
| | 611-0 | 3" Tape Rolls/6 rolls per ctn | 42.49 |
| | 612-0 | Tape Sheets/150 double per ctn | 30.59 |
| | 612-7 | Tape Sheets/150 double per ctn | 30.59 |
| | 612-9 | Tape Sheets/25 double per ctn | 11.04 |
| | 613-5 | UNTD/STND Tape 150 PK B700 | 38.24 |
| | 620-9 | Tape Sheets/150 double per ctn | 30.59 |
| | 625-0 | Tape Strips/300 per ctn | 35.69 |
| | 627-2 | Gummed tape Rolls / 6 per ctn | 49.29 |
| | 627-8 | Self-Adhesive Tape - 3 Rolls/Box | 67.99 |
| INK | | | |
| | 609-0 | Pint red ink | 59.49 |
| | 609-1 | Green Postage Ink 16oz | 59.49 |
| | 609-2 | Blue Postage Ink 160z | 59.49 |
| | 609-3 | Black Posage Ink 16 oz | 59.49 |
| | 614-0 | 1/4 pt red ink | 38.24 |
| | 614-1 | Green Postage Ink 40oz | 21.24 |
| | 614-2 | Blue Postage Ink 16oz | 21.24 |
| | 614-3 | Blue Posage Ink 40 oz | 38.24 |
| | 615-7 | Red - 32 oz Bottle | 67.99 |
| | 616-9 | 6900 Red Ink Roller 1/Box | 59.49 |
| | 621-1 | DM500/550 Red Ink Cartridge | 80.74 |
| | 624-0 | Ink Cartridge / red - 1 per ctn | 49.29 |
| | 625-1 | Red Ink Cartridge | 49.29 |
| | 625-2 | Dual Red Ink Cartridge | 49.29 |
| | 626-3 | Ink Reservoir / 3 per ctn | 169.99 |
| | 765-0 | Ink Cartridge | 76.49 |
| | 765-3 | Red Ink Cartridge | 76.49 |
| | 766-8 | Red Ink Cartridge | 135.99 |
| | 766-8 | Red Ink Cartridge 6 to 11 | 127.99 |
| | 766-8 | Red Ink Cartridge 12 to 24 | 119.99 |
| | 766-8 | Red Ink Cartridge 25+ | 111.99 |
| | 767-1 | Ink Crtg/2 per ctn | 84.99 |
| | 768-1 | Red Ink Jet Crtg/2 per ctn | 127.49 |
| | 768-2 | Tggerless Ink / 2 per ctn | 144.49 |
| | 768-3 | Tagger Ink/1 per ctn | 42.49 |
| | 769-0 | Ink Crtg/1 per ctn | 33.99 |
| | 769-3 | 3 Pak Ink Personal Post | 93.49 |
| | 793-5 | Red ink Cartridge | 55.24 |
| | 797-0 | K700 Red Ink Cartridge | 39.94 |
| | 772-1 | Infinity Ink crtg/1 per box | 169.99 |
| | 772-2 | Infinity Ink crtg/2 par box | 322.99 |

PitneyBowes Engineering the flow of communication™

**Commonwealth of Pennsylvania Contract Number: 4600010582**

**Pitney Bowes Supplies with a 15% Discount Off List Price -**

**July 1, 2007 thru June 30, 2008**

| | ITEM # | DESCRIPTION | PRICE |
|---|---|---|---|
| LABELS | | | |
| | 653-8 | J690 Cont Therm Tnsfr LBL | 249.33 |
| | 653-9 | Labels W/Trans Ribbons | 195.56 |
| | 656-6 | J692 4"Cont LBS Therm TR | 237.99 |
| | 661-3 | J644 THRM LBLS 2400" Long | 135.99 |
| | 665-3 | J640 Cont Labels / Ribbons | 203.61 |
| | 665-6 | J692 4"Cont LBS Therm DI | 212.49 |
| | 671-1 | J644 Therm LBLS 4"x6" | 138.54 |
| | 674-0 | J693 4" Cont Therm Direct | 203.99 |
| | 678-0 | J693 4" Cont Therm Transf | 220.99 |
| | 683-1 | Labels W / Trans Ribbon | 87.21 |
| | 683-3 | Labels W/Trans Ribbons | 199.41 |
| | 683-6 | Labels W/Trans Ribbon | 104.04 |
| | 745-0 | J645 4' Cont Therm Direct | 118.99 |
| RIBBONS | | | |
| | 665-0 | Printer Ribbon | 39.40 |
| | 667-4 | J690/J632 Printer Ribbon | 14.02 |
| | 672-4 | J610 Ribbon 1/Box | 16.95 |
| | 673-4 | Printer Ribbon | 39.40 |
| | 673-6 | Ribbons 673-6 | 33.30 |
| | 673-7 | F123/J083/J086/F125 Ribbon | 52.55 |
| | 687-4 | Printer Ribbon | 34.81 |
| INFINITY | | | |
| | 311-M | Infinity Custom Ad with Art Work | 79.99 |
| | 310-M | Infinity Custom Ad with Text only | 79.99 |
| | 771-1 | Infinity Print Head | 295.99 |
| | 771-2 | Infinity Wiper Blade Replacements | 37.99 |

Contract Reference Number: 7490-03
Change Number: 5
Change Effective Date: 07/01/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

| | |
|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, extended through June 30, 2008** |
| Buyer Name: | **Karen Rhinehart/717-346-8177** |

CHANGE SUMMARY:

**SAP Contract 4600010582**-Pitney Bowes Use PB attached supply list for new product code numbers for EZ Seal.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Aug-07** | **CONTRACT# Various** | | **111419** | | | |
| | | | | | | |
| PENNSYLVANIA, COMM OF | EZ1-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ1-7 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ1-9 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ3-1 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ3-2 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ4-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ4-1 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ4-2 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ5-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ6-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ7-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | 607-5 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | EZ8-0 | E-Z SEAL | | | | |
| PENNSYLVANIA, COMM OF | 529-3 | 1E05 TONER | | | | |
| PENNSYLVANIA, COMM OF | 529-4 | 1E05 DRUM | | | | |
| PENNSYLVANIA, COMM OF | 610-0 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 610-7 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 611-0 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 612-0 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 612-7 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 612-9 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 613-4 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 613-5 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 620-9 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 625-0 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 627-2 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 627-8 | TAPE | | | | |
| PENNSYLVANIA, COMM OF | 609-0 | INK | | | | |
| PENNSYLVANIA, COMM OF | 609-1 | INK | | | | |
| PENNSYLVANIA, COMM OF | 609-2 | INK | | | | |
| PENNSYLVANIA, COMM OF | 609-3 | INK | | | | |
| PENNSYLVANIA, COMM OF | 614-0 | INK | | | | |
| PENNSYLVANIA, COMM OF | 614-1 | INK | | | | |
| PENNSYLVANIA, COMM OF | 61-2 | INK | | | | |
| PENNSYLVANIA, COMM OF | 614-3 | INK | | | | |
| PENNSYLVANIA, COMM OF | 615-7 | INK | | | | |
| PENNSYLVANIA, COMM OF | 616-9 | INK RLR | | | | |
| PENNSYLVANIA, COMM OF | 621-1 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 624-0 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 625-1 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 625-2 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 626-3 | INK RESV | | | | |
| PENNSYLVANIA, COMM OF | 765-0 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 765-3 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 766-8 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | | 6 TO 11 | | | | |
| PENNSYLVANIA, COMM OF | | 12 TO 24 | | | | |
| PENNSYLVANIA, COMM OF | | 25+ | | | | |

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|---|---|---|---|---|---|---|
| PENNSYLVANIA, COMM OF | 767-1 | INK CASS | | | | |
| PENNSYLVANIA, COMM OF | 768-1 | TONER | | | | |
| PENNSYLVANIA, COMM OF | 768-2 | TAGGERLESS | | | | |
| PENNSYLVANIA, COMM OF | 768-3 | TAGGER | | | | |
| PENNSYLVANIA, COMM OF | 769-0 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 769-3 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 793-5 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 797-0 | INK CRTG | | | | |
| PENNSYLVANIA, COMM OF | 772-1 | INFINITY INK | | | | |
| PENNSYLVANIA, COMM OF | 772-2 | INFINITY INK | | | | |
| PENNSYLVANIA, COMM OF | 653-8 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 653-9 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 656-6 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 661-3 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 665-3 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 665-6 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 671-1 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 674-0 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 678-0 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 683-1 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 683-3 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 683-6 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 745-0 | LABELS | | | | |
| PENNSYLVANIA, COMM OF | 665-0 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 667-4 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 672-4 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 673-4 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 673-6 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 673-7 | RIBBONS | | | | |
| PENNSYLVANIA, COMM OF | 687-4 | RIBBONS | | | | |

Contract Reference Number: 7490-03
Change Number: 6
Change Effective Date: 08/01/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

| | |
|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, extended through June 30, 2008** |
| Buyer Name: | **Jennifer Carr/717-346-7097** |

**COMMODITY SPECIALIST NAME CHANGE:**
The new commodity specialist for this contract is Jennifer Carr, Telephone 717-346-7097.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-03
Change Number: 7
Change Effective Date: 08/01/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

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|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, extended through June 30, 2008** |
| Buyer Name: | **Jennifer Carr/717-346-7097** |

CHANGE SUMMARY:

**SAP Contract 4600010245-**Priority Systems has provided a new product line for the manufacturer Rena Systems. Attached is the Rena Systems Equipment Pricing Summary Sheet. Please note there has been no change in the pricing for these items.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

RENA SYSTEMS THE ENVELOPE IMAGING COMPANY®

# Equipment Pricing Summary Sheet

| ITEM | | GSA PRICING |
|---|---|---|
| **Tabletop Inkjet Printers** | | |
| Envelope Imager CS | $ | 4,925.75 |
| Envelope Imager 1.5 | $ | 5,775.75 |
| Envelope Imager 1.5 Plus | $ | 6,625.75 |
| Envelope Imager 2.5 | $ | 9,345.75 |
| Envelope Imager 3.0 | $ | 12,745.75 |
| Envelope Imager 4.0 | $ | 14.445.75 |
| Envelope Imager XT 3.0 | $ | 12,745.75 |
| Envelope Imager XT 4.0 | $ | 14,445.75 |
| Envelope Imager XT 3.0 w/ EASYFeed 120 Feeder | $ | 16,145.75 |
| Envelope Imager XT 4.0 w/ EASYFeed 120 Feeder | $ | 17,845.75 |
| **Tabbers & Labelers** | | |
| T-250 Stand-Alone Tabber | $ | 4,495.00 |
| T-750 In-Line Multi-Tabber | $ | 10,995.00 |
| T-750 In-Line Multi-Tabber w/ EASYFeed Lite Feeder | $ | 12,495.00 |
| T-950 In-Line Multi-Tabber | $ | 18,995.00 |
| T-950 In-Line Multi-Tabber w/ EASYFeed 120 Feeder | $ | 23,495.00 |
| XPS-ProTab 4.0 | $ | 19,995.00 |
| **Conveyors & Dryers** | | |
| TB-399 | $ | 1,995.00 |
| TB-399 S | $ | 3,995.00 |
| TB-499 | $ | 3,795.00 |
| TB-499 S | $ | 4,995.00 |
| TB-699 | $ | 5,195.00 |
| TB-699 S | $ | 6,995.00 |
| TB-359 | $ | 3,495.00 |
| TB-959 | $ | 6,995.00 |
| TB-959 S | $ | 8,795.00 |
| Dryer Kit | $ | 875.00 |
| Dryer | $ | 1,525.00 |
| Dryer 2000 | $ | 2,295.00 |
| **Feeding Systems** | | |
| EASYFeed Lite | $ | 1,695.00 |
| EASYFeed 120 | $ | 4,995.00 |
| EASYFeed 200 | $ | 6,495.00 |
| XPS-ProFeed Prices Subject To Change With Thirty (30) Days Notice | $ | 11,495.00 |

Rena Systems, Inc. ● 136 Green Tree Rd, Ste 140 ● PO Box 1069 ● Oaks PA 19456-1069
[p]: 610.650.9170 ● [f]: 610.650.9171
Orders@RenaUSA.com ● www.RenaUSA.com

Contract Reference Number: 7490-03
Change Number : 8
Change Effective Date : 08/15/2007

**COMMONWEALTH OF PENNSYLVANIA**
**DEPARTMENT OF GENERAL SERVICES**
**HARRISBURG, PA**

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|---|---|
| **For:** | All using Agencies of the Commonwealth |
| **Subject:** | Mailroom Equipment and Supplies |
| **Contract Period:** | Beginning July 1, 2006 and Ending June 30, 2007<br>extended through June 30, 2008 |
| **Commodity Specialist Name:** | Jennifer Carr 717-346-7097 |

**CHANGE SUMMARY:**

As of August 15, 2007, all Commonwealth Agencies will be required to utilize the current Equipment Maintenance Contract 4400000631 for all on-going Commonwealth Equipment Maintenance needs.

Agencies will no longer be able to purchase maintenance from this contract without a written waiver from the Bureau of Procurement. This service does not cover leased equipment.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 7490-03
Change Number: 9
Change Effective Date: 11/21/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

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|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, Renewed through June 30, 2008** |
| Buyer Name: | **Jennifer Carr/717-346-7097** |

CHANGE SUMMARY:

Please be advised that this contract is subject to the IT Procurement Review Process. Details about this process and a listing of exemptions can be found at the following link:
http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=200500&mode=2&contentid=http://ENCTCAPP099:7087/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/itbs/domains/project_management/itbs/itb_epm003.html

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-03
SAP/SRM No. 4600010246
Change Number: 10
Change Effective Date: 12/04/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

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|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, Renewed through June 30, 2008** |
| Buyer Name: | **Jennifer Carr/717-346-7097** |

CHANGE SUMMARY:

Change the contact person for **OAK SYSTEMS, INC. (SAP 4600010246)** to:

**Sheldon Margolis**
**(215) 443-7555 ext. 1**
**email: sm.osi@verizon.net**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-03
SAP/SRM No. 4600010583
Change Number: 11
Change Effective Date: 1/11/2008

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

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|---|---|
| For: | **All Using Agencies of the Commonwealth** |
| Subject: | **Mailroom Equipment and Supplies (NOT WSCA 7490-04)** |
| Contract Period: | **Beginning July 1, 2006 and Ending June 30, 2007, Renewed through June 30, 2008** |
| Buyer Name: | **Jennifer Carr/717-346-7097** |

CHANGE SUMMARY:

Change the contact person for **BOWE BELL & HOWELL (SAP 4600010583)** to:

**Scott Justus**
**(610) 398-3820 or (610) 662-6100 (cell)**
**email: Scott.Justus@bowebellhowell.com**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-03
SRM/SAP Contract Number: 4400001897 and 4400001900
Change Number: 12
Change Effective Date: 02/12/2008

**COMMONWEALTH OF PENNSYLVANIA**
**DEPARTMENT OF GENERAL SERVICES**
**HARRISBURG**

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|---|---|
| **For:** | All using Agencies of the Commonwealth |
| **Subject:** | Mailroom Equipment and Supplies (Not WSCA 7490-04) |
| **Contract Period:** | Beginning July 1, 2006 and Ending June 30, 2007. Renewed through June 30, 2008. |
| **Commodity Specialist Name:** | **Jennifer Carr/717-346-7097** |

**CHANGE SUMMARY:**
Effective immediately, please use SRM contract numbers 4400001897 and 4400001900 in place of SAP contract #4600010582 for Pitney Bowes. 4400001897 should be used for mailroom meter rentals, mailing equipment supplies, and mailroom equipment (except leasing). 4400001900 should be used for mailroom equipment leasing. **It will be necessary to create new purchase orders in SRM in place of all existing SAP purchase orders using effective date 02/12/2008.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7490-03
SRM Contract Number:4400001897
Change Number: 13
Change Effective Date: 2/28/2008

**COMMONWEALTH OF PENNSYLVANIA**
**DEPARTMENT OF GENERAL SERVICES**
**HARRISBURG**

**For:** All using Agencies of the Commonwealth

**Subject:** Mailroom Equipment and Supplies (Not WSCA)
**Contract Period:** Beginning July 1, 2006 and Ending June 30, 2007, Renewed through June 30, 2008
**Commodity Specialist Name:** Jennifer Carr – (717) 346-7097

**CHANGE SUMMARY:**
The following items have been deleted from Pitney Bowes' offering under this contract as they are now offered under the WSCA Master Price Agreement, Pennsylvania 7490-04.

CMK2 Mailstation w/2lb scale
CMK5 Mailstation w/5lb scale
1225 Letter Opener
DF50 DF500 Folder
SP6R DF500 Folder w/FD78 Stacker

Additionally, there has been a change in the contact person's address. It should be changed to the following:

Mr. Carl Bushko
Pitney Bowes Inc.
119 Aster Drive
Suite 100
Harrisburg, PA 17112

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.