

Overview for Contract

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

DESCRIPTION

- ✓ This contract covers engineering drafting equipment such as engineering copiers, engineering scanners, engineering plotters and associated supplies. This contract also covers both the outright purchase and lease with purchase option of equipment.

CONTRACT INFO

Contract Numbers	4600009475, 4600009476, 4600009477, 4600009487, 4600009979, 4600009980, 4600009982
Number of Suppliers	Seven (7) suppliers
Validity Period	Two (2) years – Beginning November 15, 2005 and expiring on November 14, 2007, with an option for three (3) one-year renewals.
DGS Point of Contact	Raymond Jaime, 717-346-3827 Fax: 717-783-6241 E-Mail: rjaime@state.pa.us

PRICING HIGHLIGHTS

- ✓ This is a multiple award catalog contract; as such, each supplier sells a specific manufacturer brand of equipment and supplies, the pricing will vary.
- ✓ Each supplier has supplied discount terms for equipment and supplies on their contract. Please refer to the contracts listed above for the various discounts.

PROCESS TO PURCHASE

- ✓ Minimum order is \$100.00 for FOB Destination; otherwise, shipping charges are added to the invoice and receipted freight or expense bill(s) must accompany the invoice.
- ✓ All agencies will place their purchase orders through SAP.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth for Drafting Equipment & Supplies.

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 Effective Date no earlier than November 15, 2005 expire on November 14, 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.

CONTRACT SCOPE: This contract covers engineering drafting equipment such as engineering copiers, engineering scanners, engineering plotters and associated supplies. This contract also covers both the outright purchase and lease with purchase option of equipment. Contractors do not have to offer leasing with their bid.

PRICE LISTS: Bidders must submit one copy of the manufacturer's latest, official, dated price list with the proposal. Failure to comply may result in bid rejection. The successful bidders are required, at no additional cost to the Commonwealth, to mail copies of the manufacturer's price list directly to the State Agencies, within 10 calendar days upon request of the Agency. Failure to comply may result in loss of contract award. Any reference on a price list that refers to terms and conditions such as FOB shipping point and prices subject to change are not part of the contract with the successful bidders and are disregarded by the Commonwealth.

DISCOUNT: Bidders must offer a single discount from the manufacturer's price list.

UPDATE OPTION: The successful contractors may update the contract price lists every six months to reflect manufacturer's price changes. The first price update is allowed after the contract is in effect for 6 months.

Contractors shall submit a letter to the appropriate buyer requesting review and approval of the updated price list. The contractor shall itemize all changes. It is the responsibility of the contractor to adequately justify changes. All request for updates are accompanied by the manufacturer's latest, official, published price list along with a letter of verification from the manufacturer. Contractors are notified by the buyer indicating approval or disapproval of the requested update. If approved, a contract change notice is issued updating price list. It is the responsibility of the contractor to distribute the price list to the users.

Contractors may add new products or delete discontinued products every quarter.

At no time are awarded contractors allowed to unilaterally change products or pricing.

WARRANTY: The equipment price shall include the standard manufacturer's warranty. Bidders must submit, with their bid, a complete description of the standard manufacturer's warranty as it applies to this contract for all of the items being bid. Failure to include this information may result in bid rejection.

DELIVERY: All articles ordered from this contract deliver within a reasonable time not to exceed forty-five (45) working days after receipt of purchase order unless otherwise agreed to, in writing, between the Department of General Services and the contractor.

MINIMUM ORDER: Minimum order is \$100.00 for FOB Destination; otherwise, shipping charges are added to the invoice and receipted freight or expense bill(s) must accompany the invoice.

GEOGRAPHIC COVERAGE: Coverage under this contract is the entire Commonwealth of Pennsylvania. Limited "Geographic Coverage" is not acceptable and is cause for bid rejection.

PURCHASE ORDERS: Receiving and processing of Purchase Orders is the sole responsibility of the awarded contractor. Requests to have agency purchase orders mailed to multiple addresses is unacceptable and is cause for bid rejection.

ELIGIBILITY: For an award, a bidder is the manufacturer of the offered products or an authorized dealer or supplier of the manufacturer's products. If a bidder is not the manufacturer of the offered products, the bidder must include with their bid or within 2 days upon request of the buyer after bid opening a letter signed by the manufacturer stating that the bidder is authorized to sell said manufacturer's products for this contract.

PRICE: Prices are net, and include all shipping costs to any location with-in the Commonwealth of Pennsylvania. All freight shall ship F.O.B. Destination, Pre-paid and Allowed.

When an order is issued for equipment under a lease with purchase option no escalation in the amount of the lease payment is permitted for the length of the plan.

INSTALLATION: Contractor MUST affix a label or decal to the equipment at the time of installation, showing warranty period by dates, and the name, address, and telephone number of the dealer responsible for service of the equipment.

It is the contractor's responsibility prior to delivery, to survey and review the particular installation location to insure the existing proposed location meets the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the contractor and the using agency will attempt to locate an alternate mutually agreeable location for the machine at that particular site.

Should a mutually agreeable location for the machine, meeting the manufacturer's established installation criteria is not available, the contractor MUST not deliver the copier and will request the agency to cancel the order. Contractors not familiar with a location are strongly advised to personally view those locations prior to delivery.

A lack of familiarity with a delivery location will in no way relieve a contractor from its responsibility to fulfill its contractual obligations.

INSTALLATION AND REMOVAL CHARGES (EQUIPMENT LEASE): All equipment installation and removal charges include in the lease charges. Include in your lease pricing the flat rate installation and removal charge you are including in your lease charge, if any. The contractor is responsible for the installation of all equipment and after installation MUST certify readiness for

operation. For installation and removal that requires rigging, the contractor **MUST** submit a price quotation to the agency for approval prior to commencement of work. Rigging is defined as any inside delivery where special equipment is required because of the configuration of the building or location. If special rigging is required at any delivery location, the Using Agency will pay the additional costs. Such costs are prepaid and added to the invoice.

Upgrade placements: Removal costs are not incurred by the Commonwealth for equipment upgraded by the contractor.

TRAINING (EQUIPMENT LEASE): Include training in the lease price of the equipment. Training is provided for key operators and other personnel that include an introduction and overview of the system, a demonstration of features and benefits, and question and answer period. Training provided should address the appropriate number of personnel per session, length of training location number and frequency of sessions.

MAINTENANCE (LEASED EQUIPMENT): The lease price must include all required maintenance services. The maintenance service **MUST** include such service as is necessary to keep the equipment operating satisfactorily, including preventive maintenance. Copier drum replacement is included in the maintenance service and not a cost incurred by the using agency.

Copy cartridges, transfer material, and other consumables are not covered under the maintenance provision of the contract and are considered supply items.

Maintenance service is performed during normal business hours, Monday through Friday, except state holidays.

If a qualified technician fails to arrive within four working hours after notification, \$100.00 is assessed against the contractor as liquidated damages for each day or part of a day until the equipment is operational again. Any amount assessed against the contractor under this section is deducted from any amounts due the contractor.

If the contractor fails to complete repairs and does not replace the equipment within 24 hours after notification, \$100.00 is assessed against the contractor as liquidated damages for each day or part of a day until the equipment is operational again.

QUALITY AND RELIABILITY: The copiers are expected to perform in an efficient manner with a minimum of down time. Machines that require an excessive number of service calls are reported to the Department of General Services for review. For the purpose of this bid, if a copier exceeds the manufacturer's stated MTBS by an average of more than one service call per month for a six month period, the copier is deemed to have an excess number of service calls. If it is determined that a using agency's copier needs replaced, the contractor, after written notification from the agency, **MUST** replace the copier without charge with an identical model or a machine with comparable features and capabilities that is acceptable to the agency. This policy will apply to all copiers leased or purchased under the contract, and is in effect for the duration of the contract. If a leased machine is replaced, a new lease term will not commence but rather the Commonwealth is only responsible for the remaining payments in the unexpired term. If the contractor does not restore reliability to the required level within three months after notification by the agency, the Commonwealth is permitted to acquire equipment from another contractor. The original contractor is not permitted to assess removal charges and is liable for any installation charges incurred by the agency when another contractor's equipment is installed. The original contractor is assessed surcharges of the difference between what the agency would have paid the original contractor and what the agency will pay another contractor for the duration of the lease or installment purchase period. 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 are not a factor in determining satisfactory machine performance.

EQUIPMENT TRANSFERS (LEASED EQUIPMENT): In the event of a transfer to another location the Commonwealth will pay removal and installation charges. The contractor is responsible for preparation and reimbursed accordingly. All purchase option credits present and future, on such equipment will remain in effect for use by the Agency receiving the equipment.

BILLINGS: All billings and invoices for equipment and/or services are the sole responsibility of the contractor. Such billings are issued by the contractor of record only on a calendar month basis beginning on the first day of the month and ending on the last day of the month.

ELECTRICAL REQUIREMENTS: The Commonwealth will furnish suitable electrical current to operate equipment. All equipment requires UL approval.

MSDS: Contractors MUST supply applicable Material Safety Data Sheets (MSDS) for all supplies under this contract upon request of the Using Agency.

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 MUST submit a formal trade-in schedule or a statement of trade-in policy with their proposals.

Trade-in equipment is represented by the Commonwealth "as is" and no warranty to its condition is expressed or inferred. The contractor is required to pick up equipment at the location as indicated in the agency's purchase order and removed at the contractor's expense. Trade-ins are not available for equipment acquired through a lease with purchase option plan.

LEASE CANCELLATION CHARGES: Equipment is 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 as stipulated under section entitled Non-Appropriation within this contract. Non-renewal: If the Using Agency decides not to renew an existing lease, it is the responsibility of the Using Agency to prepare a memo of cancellation at least 30 days prior to the expiration of the term of the lease, forward it to the lessor, and send a copy to the Bureau of Procurement. Statement on a current purchase order of non-renewal of lease beyond current contract period will suffice as written notice. If the lessor chooses not to remove its equipment for whatever reason, the Commonwealth is not responsible for any further lease payments.

An agency may cancel a lease at any time upon thirty (30) days written notice. However, such cancellation is subject to cancellation charges. Bidders shall identify the cancellation charges in their bid. Awarded contractors shall also disclose their cancellation charges to the Using Agencies prior to the using Agency entering into a lease. All Purchase Orders for leasing under this contract shall include a statement outlining potential cancellation charges.

NON-APPROPRIATION: The Commonwealth's payment obligations are solely from funds allotted for the purpose of the lease. If sufficient funds are not appropriated for continuation of performance under any lease agreement for any fiscal year, subsequent to the initial fiscal year, the Commonwealth may return the equipment to the contractor and released of all further obligation, provided (1) the equipment is returned to the contractor in good condition, reasonable wear and tear excepted, and (2) thirty (30) days written notice is given to the contractor from the agency head or designee, stating the failure of appropriations as the reason for return, and certifying that the equipment is not being replaced by similar equipment from another contractor.

OPTION TO RENEW: The contract(s) or any part of the contract(s) may be renewed for up to an additional three - one) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract(s) is/are renewed the same terms and conditions shall apply. If this contract(s) is/are renewed for an additional year, a new performance bond or a rider supplementing the original bond will be required for the extended period.

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
Room 414 North Office Building
Commonwealth Avenue & North Street
Harrisburg, PA 17125

Or
P. O. Box 1365
Harrisburg, PA 17105-8365

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

Inquires: Direct any questions concerning this contract to:

MaryAnn Ulrich, Commodity Specialist
Department of General Services
555 Walnut Street
Forum Place, 7th Floor
Harrisburg, PA 17101
Telephone: 717-346-3827
Fax: 717-783-6241
E-Mail: mulrich@state.pa.us

LEASING AND INSTALLMENT PURCHASE TERMS AND CONDITIONS

I. General.

- (A) These Leasing and Installment Purchase Terms and Conditions ("Terms and Conditions") to CN00017136, Drafting Equipment, 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 as provided by CN00017136, 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 in CN00017136. Leases and installment purchases are in accordance with the following terms (in addition to the terms and conditions of CN00017136. 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 purchase order issued to the contractor. Such Lease or Installment Purchase may also include financed software or other items in CN00017136 that are financed (in either case "Financed Items").
- (B) The contractor may assign such 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 purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.
- (C) Notwithstanding any provisions to the contrary in CN00017136, in the event of an assignment of a Lease or Installment Purchase to an Initial Assignee, the Initial Assignee is bound to the obligations of the contractor as they are specified in these Terms and Conditions and is not responsible for any additional representations, warranties, covenants or obligations of the contractor as provided in the remainder of CN00017136. 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 are not 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 covered by CN00017136 through pricing plans (in addition to outright purchase):

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 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), signed by the contractor or Initial Assignee (if applicable) and the Commonwealth Agency, and attached to the purchase order. Payment is made by the ordering Commonwealth Agency, for the full term, unless the purchase order is terminated by the Commonwealth agency for contractor Default under Sections V(J)(2) or VI(F)(2) herein or non-appropriation of funds.
- B. Non-appropriation. 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 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 contractor. 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 were appropriated are paid by the Commonwealth agency.

V. Leasing Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a 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 the contractor or Initial Assignee deems filing as 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 repair 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 is 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 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 contractor establishes the fair market value of the equipment or Initial Assignee (if applicable) shall not exceed the then purchase price of the equipment as established by CN00017136. For Leases with Purchase Option, the purchase option amount is 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 is under the same terms and conditions then in effect, including rent (but not less than fair market rental value) and will continue until the earlier of termination by either party upon one month's prior written notice or five years from the date of installation.
- F. Return of Equipment. At the expiration or termination of a Lease for any item of equipment, or upon demand by the contractor, or Initial Assignee (if applicable) pursuant to Section V. (J), Default, the Commonwealth shall promptly return the equipment, 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 is shipped to the contractor in accordance with the subsection. Since the Commonwealth has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the contractor shall, at its discretion, either 1) remove and destroy the hard drive from the equipment or 2) clean the hard drive to Office of Administration/U.S. Department of Defense standards. The contractor is required to provide written certification to the Commonwealth agency that the hard drive was destroyed or cleaned to Office of Administration/U.S. Department of Defense standards. Except in the event of a total loss of the equipment pursuant to paragraph V. (B) herein and except for those costs associated with the removal, destruction and cleaning of the hard drives, the Commonwealth shall pay any costs and expenses incurred by the Contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. All parts removed and replaced by the contractor shall become the property of contractor or Initial Assignee (if applicable). The contractor's or Initial Assignee's (if applicable) costs and expenses associated with 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive is included in the rental amount. No additional charges are paid by the Commonwealth agency for 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive upon the return of an item of equipment.

- G. Warranties: Quiet Enjoyment. The contractor or Initial Assignee (if applicable) grants to the Commonwealth the benefit of any and all warranties made by the manufacturer or supplier of the equipment or Financed Items during the term of a Lease. The contractor warrants that neither the contractor nor anyone acting or claiming through the contractor, by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of the use of the Equipment so long as no event of default has occurred and is 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 has occurred and is 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 with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage 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 was 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 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 purchase order are assigned to an Initial Assignee, the Commonwealth's obligation to pay rent for those items of software or other Financed Items which were delivered and for which acceptance certificates were received are not 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 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. If, prior to Lease expiration, the Commonwealth purchases equipment related to a Financed Item or if the Lease for such equipment is terminated, for any reason (except if funds are not appropriated as described in paragraph IV (B)), the Commonwealth shall at the same time prepay such Financed Item, if it was delivered and an acceptance certificate was received.
- J. Default
1. If the Commonwealth (1) does not pay a rent payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any rent; (2) breaches any

other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (if applicable); or (3) files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce the following remedies:

- a. Terminate the applicable purchase order.
- b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment is located 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 is liable for the contractor's or the assignee's expense of retaking possession and the removal of the equipment and placing the equipment in good operating condition (if it is not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. When the equipment is returned to the contractor or its assignee, it shall include only those items that were purchased as per the purchase order.
- c. Recover from the Commonwealth agency all rent payments then due and the net present value of the amount of the remaining rent payments. The present value of such remaining rent payments are calculated using a discount rate equal to the average of the weekly two and three year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's or its assignee's termination of the applicable purchase order. The Treasury Constant Maturities are published in Statistical Release .15 and 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 purchase order were assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment that were delivered for which acceptance certificates were received, and cancel its order without liability for payment for those units that were not delivered and for which acceptance certificates were not received. The amount of the rent payments shown in the payment schedule are recalculated, however, to take into consideration and pay for the actual number of units that were delivered and for which acceptance certificates were received. If no acceptable units of equipment were delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
- b. If the payments under this agreement were not 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 Twenty-Four (24) month, Thirty-Six (36) month, a Forty-eight (48) month or a Sixty (60) 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 the contractor or Initial Assignee deems filing as 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 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 with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage 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 was 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 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 is exercised. After all payments are 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 (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 one of the following remedies:
 - a. Terminate the applicable 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 is located 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 is liable for all accrued 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 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 purchase order was assigned to an Initial Assignee, the Commonwealth shall continue to make installment payments for those units of equipment that were delivered for which acceptance certificates was received, and cancel its order without liability for payment for those units which were not delivered and for which acceptance certificates were not received. The amount of the installment payments shown in the payment schedule id recalculated, however, to take into consideration and pay for the actual number of units that were delivered and for which acceptance certificates were received. If no acceptable units of equipment were delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
- b. If the payments under this agreement were not 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.

- VII. Compliance with Internal Revenue Code. The contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports required with the Internal Revenue Service with respect to the order under Section 124 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the 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 V (J) and VI(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 124 or 149 of the IRC (including 8038G and 8038GC forms), the Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum 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 is 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 that 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 are 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 invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions are resolved in accordance with Section 22 of the Standard Contract Terms and Conditions for Statewide Contracts for Supplies contained in CN00017136

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

- XIII. CN00017136 Terms. These Terms and Conditions are in addition to the terms and conditions of CN00015997, except to the extent the contractor assigns a Lease or Installment Purchase hereunder to an Initial Assignee, in which case the Initial Assignee is only bound to the obligations of the contractor indicated in these Terms and Conditions and is not responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions of CN00017136. To the extent that there is a conflict between the terms and conditions of CN00017136 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

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 was _____ 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 CN00015997 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)

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>	of	Amount <u>Rent</u>
--	----	-----------------------

EXHIBIT B-2 (Installment Purchase)

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	of	Amount Payment	Principal Portion	Interest Portion	Concluding Payment	Option
--------------------------------------	----	-------------------	----------------------	---------------------	-----------------------	--------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
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- 17.
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- 19.
- 20.
- 21.
- 22.
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- 25.
- 26.
- 27.
- 28.
- 29.
- 30.

EXHIBIT C



DATE: _____

Ladies and Gentlemen:

As counsel for the Commonwealth of Pennsylvania, Department of General Services, I am familiar with (the "Agreement") dated as of _____, 20 ____, and 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:

24 Month Lease _____

36 Month Lease _____

48 Month Lease _____

60 Month Lease _____

Installment Purchase Rates for the Initial Quarter Following Contract Execution:

24 Month Installment Purchase _____

36 Month Installment Purchase _____

48 Month Installment Purchase _____

60 Month Installment Purchase _____

Initial Index Rate (the average interest rate of two (2) and three (3) year U.S. Treasury Bills at the time the rates above were quoted) _____

EXHIBIT E

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT FOR LEASE/INSTALLMENT PURCHASE

Month/Date Year

Commonwealth of Pennsylvania Department of

.To Agency Comptroller,

Re: Purchase Order No. /or Quotation Number dated as of ("Agreement"), to Contract No. 2002, between dated as of ("Contractor") and the Commonwealth of Pennsylvania, acting through the Pennsylvania Department (the "Commonwealth").

Notice is hereby given that Contractor has assigned and sold all of its rights, title and interest in the Agreement, the Equipment and Financed Items, and all rights to receive Agreement Payments to ("Assignee").

Commonwealth is hereby directed, by the signatures below, to pay directly to Assignee at the address set forth below, all payments required to be paid by the Commonwealth under the terms of the Agreement.

All payments from time to time payable under the Agreement shall be paid to Assignee at its offices at:

Company Name: SAP Vendor Number:

Address:

City: State:

Federal Tax ID No.:

Company Name:

Company Name:

(Contractor) FIN Number:

(Assignee) FIN Number:

By: Date:

By: Date:

Name:

Name:

Title:

Title

LEASING INSTRUCTIONS

Following are the procedures for leasing Drafting Equipment:

1. **THE LEASING TRANSACTION CONSISTS OF THE FIVE (5) FORMS**

- 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 Contractor)
- E. Exhibit "E" – Notice and Acknowledgement of Assignment for Lease/Installment Purchase

Note: These forms are available and from the DGS web site at (www.dgs.state.pa.us).

2. **OTHER FORMS THAT MAY ACCOMPANY THE LEASING TRANSACTION**

- A. UCC-1 Financing Statement- (Submitted by the Contractor)
- B. Incumbency Certificate - (Submitted by the Contractor)
- C. Tax-Exempt Governmental Obligations-Form 8038-G - (Submitted by the Contractor)
- D. Leasing Assignment Document - (Submitted by the Contractor) "DO NOT SIGN OR COMPLETE THIS DOCUMENT" - These are additional terms & conditions were already negotiated.
- E. Additional Terms and Conditions - (Submitted by the Contractor)

These sometime are included in the Leasing Quotation from the Contractor. All agencies should review the quotations for these conditions and have the Contractor remove them from the quotation. "DO NOT" agree to any of these terms and conditions.

There quotation should only include the leasing/rental schedule with payment numbers, and payment amounts.

3. **PROCESSING STEPS:**

- 1. Purchasing Agents forward a copy of Exhibit "D" (or have Contractor download copy from the DGS web site) and Exhibit "B-1" or "B-2" to the Contractor. Copies of the forms are available from the DGS web site (www.dgs.state.pa.us) under Contract) - Leasing documents.

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

- 2. The Purchasing Agent processes the Purchase Order and forwards it through normal approval processes. When the Purchase Order is approved, the Purchasing Agent forwards the completed package of forms to the Bureau o procurement, Attention: Buyer, with all Exhibits attached for review and approval. When the Buyer approves, he/she will forward it

LEASING INSTRUCTIONS

back to the Purchasing Agent who will then forward the completed package to the Contractor/Contractor to order equipment. The Purchasing Agent will send the Purchase Order, Exhibit "D", and Exhibit "B-1" or "B-2" to the Contractor. Purchasing Agent should keep a copy of all documents sent to Contractor.

3. Upon delivery of the equipment, the Purchasing Agent will complete Exhibit "A" (The Acceptance Certificate). The authorized agent from the agency who states the equipment was received and is acceptable to the agency signs this form.
4. A copy of the 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. Contractor (Send Contractor His Copies)
 2. Agency Comptroller
 3. Agency Procurement File
 4. Department of General Services, Bureau of Purchases, Attention: Buyer

Note: If the Contractor/Contractor sends additional forms for signature, use the following process for those forms.

1. UCC-1 Financing Statement Forms: Forward to the Buyer at the Department of General Services for signature by the Chief Procurement Officer. The Bureau of Procurement 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 is retained with the Agencies copies of the other leasing documents.
2. Incumbency Certificate: THIS FORM DOES NOT REQUIRE A SIGNATURE. RETURN TO CONTRACTOR 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 Procurement, Attention: Buyer. The Bureau of Procurement will review this form and forward it to DGS Legal for review and insertion of an Identifying Number. Legal will forward this form to the Bureau of Procurement for signature by the Chief Procurement Officer. The Bureau of Procurement 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 is retained with the Agency file along with copies of all other leasing documents.

Note: If tax exempt financing is being provided, follow the IRS procedures, 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

ORIGINAL Page 1 / 1
Contract Number: 4600009475
Creation Date: 11/21/2005

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 11/15/2005 - 11/15/2007

Your vendor number with us: 104274
 Vendor Name/Address:
 XEROX CORPORATION
 800 CARILLON PKWY
 ST PETERSBURG FL 33716-1102
 Vendor Fax Number: 717-558-4994

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00017136
 Our Quotation: 6000089671

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	Quantity	UOM	Price	Per Unit	TOTAL
------	-------------	----------	-----	-------	----------	-------

00010	Drafting Equipment Supplies, Xerox					
Item text						
Manufacturer: Xerox						
Price List Date: 01/05/2005						
% Discount: 0						
-----SUPPLEMENTAL INFORMATION-----						
Header text						
Contact person: Mark Browning						
telephone number: 888-435-6333						
e-mail address: mark.browning@usa.xerox.com						
:"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

ORIGINAL Page 1 / 2
Contract Number: 4600009476
Creation Date: 11/21/2005

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 11/15/2005 - 11/15/2007

Your vendor number with us: 164477
 Vendor Name/Address:
 MIDWEST SHOP SUPPLIES INC
 2600 BRIDGEPORT DR
 SIOUX CITY IA 51111-1008
 Vendor Fax Number: 800-285-7054

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00017136
 Our Quotation: 6000089673

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	Quantity	UOM	Price	Per Unit	TOTAL
------	-------------	----------	-----	-------	----------	-------

00010 Drafting Equipment, Alvin Company
Item text
 Manufacturer: Alvin Company
 Price List Date: N2 Price List April 2005
 % Discount: 10%

00020 Drafting Equipment Supplies, Alvin Compa
Item text
 Manufacturer: Alvin Company
 Price List Date: N2 Price List April 2005
 % Discount: 10%

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



ORIGINAL

Page 2 / 2

Contract Number: 4600009476

Creation Date: 11/21/2005

Vendor Name:

MIDWEST SHOP SUPPLIES INC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
------	-------------	----------	-----	-------	----------	-------

-----SUPPLEMENTAL INFORMATION-----

Header text

Contact person: Sarah Cruz
telephone number: 800-831-5904 ext 3120
E-mail: sales@midwesttechnology.com
"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

ORIGINAL Page 1 / 1
Contract Number: 4600009477
Creation Date: 11/21/2005

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 11/15/2005 - 11/15/2007

Your vendor number with us: 101269
 Vendor Name/Address:
 OCE NORTH AMERICA INC
 5450 N CUMBERLAND AVE
 CHICAGO IL 60656-1491
 Vendor Fax Number: 610-668-1396

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
 Collective No.: CN00017136
 Our Quotation: 6000089670

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	Quantity	UOM	Price	Per Unit	TOTAL
Material/Service No.						

00010	Drafting Equipment, Oce North America					
Item text						
Manufacturer: Oce North America, Inc						
Price List Date: Oce Equipment dated 11-1-05						
% Discount: 0%						

-----SUPPLEMENTAL INFORMATION-----

Header text
 Contact person: Gary Scott or Vince Sculli
 Telephone number: 610-668-0780
 gary ext 2188 Vince ext 2186
 E-mail address: Gary.Scott@oce.com
 E-mail address: Vincent.Sculli@oce.com
 "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

ORIGINAL Page 1 / 3
Contract Number: 4600009487
Creation Date: 11/21/2005

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 11/15/2005 - 11/15/2007

Your vendor number with us: 117978
 Vendor Name/Address:
 PRINT O STAT INC
 PO Box 15055
 YORK PA 17405-7055
 Vendor Fax Number: 717-854-3958

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

Your Quotation: _____ Date: _____
 Collective No.: CN00017136
 Our Quotation: 6000089672

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	Quantity	UOM	Price	Per Unit	TOTAL
00010	Drafting Equipment, XEROX Item text Manufacturer: XEROX Price List Date: XEROX WIDE FORMAT EQUIPMENT 8-1-05 % Discount: 19%					
00020	Drafting Equipment, Vidar/Contex Item text Manufacturer: Vidar/Contex Price List Date: Vidar/Contex Scanners dated 07-28-05 % Discount: 22%					
00030	Drafting Equipment, Graphtec Item text Manufacturer: Graphtec					

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



ORIGINAL

Page 2 / 3

Contract Number: 4600009487

Creation Date: 11/21/2005

Vendor Name:

PRINT O STAT INC

Item	Description	Material/Service No.	Quantity	UOM	Price	Per Unit	TOTAL
	Price List Date:	Graphtec Scanners	07-28-05				
	% Discount	22%					

00040	Drfating Equipment, Colortrac						
Item text	Manufacturer: Colortrac						
	Price List Date:	Color Trac Scanners	07-28-05				
	% Discount	22%					

00050	Drafting Equipment, HP						
Item text	Manufacturer: HP						
	Price List Date:	HP DesignJet Printers	06-17-05				
	% Discount	15%					

00060	Drafting Equipment Supplies, Intelicoat						
Item text	Manufacturer: Intelicoat						
	Price List Date:	Intelicoat Media	09-19-05				
	% Discount	20%					

00070	Drafting Equipment Supplies, Oce						
Item text	Manufacturer: Oce						
	Price List Date:	Oce Media and Supplies (no toner/developer)	6-14-05				
	% Discount	61%					

00080	Drafting Equipment Supplies, Oce						
Item text	Manufacturer: Oce						

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



ORIGINAL

Page 3 / 3

Contract Number: 4600009487

Creation Date: 11/21/2005

Vendor Name:

PRINT O STAT INC

Item	Description	Material/Service No.	Quantity	UOM	Price	Per Unit	TOTAL
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Price List Date: Oce Toner and Developer 05-01-05

% Discount 23%

00090 Drafting Equipment Supplies, Dietzgen

Item text

Manufacturer: Dietzgen

Price List Date: Dietzgen Media 05-16-05

% Discount 83%

00100 Drafting Equipment Supplies, Dietzgen

Item text

Manufacturer: Dietzgen

Price List Date: POSitive Image Media 09-19-05

% Discount 0%

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

Header text

Contact person: Denny Myers

Telephone number: 717-795-9255

e-mail address: dmyers@printostat.com

"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

Page 1 / 2

REPRINT
Contract Number: 4600009979
Creation Date: 04/04/2006

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 04/25/2006 - 11/14/2007

Your vendor number with us: 129641

Vendor Name/Address:
 RICHTER DRAFTING & OFFICE SUPPLY CO
 PO Box 64288
 SOUDERTON PA 18964-0288

Vendor Fax Number: 215-723-6803

Please Deliver To:

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

*** UNLESS SPECIFIED BELOW ***

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

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	Quantity	UOM	Price	Per Unit	TOTAL
00010	Drafting Equipment, Ideal					
	Item text					
	Manufacturer: Ideal					
	Price List Date: March 2006					
	% Discount: 0%					

00020	Drafting Equipment, Kip					
	Item text					
	Manufacturer: KIP					
	Price List Date: March 2006					
	% Discount: 18%					

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



REPRINT

Page 2 / 2

Contract Number: 4600009979

Creation Date: 04/04/2006

Vendor Name:

RICHTER DRAFTING & OFFICE SUPPLY CO

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

Contact person: Al Richter
Telephone number: 800-777-4687
e-mail address: 215-723-6803

CONTRACTOR ALLOWS COSTAR PARTICIPATION PER ACT 57".

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: 4600009980
Creation Date: 04/05/2006

Purchasing Agent:
 Name: MaryAnn Ulrich
 Phone: 717-346-3827
 Fax: 717-783-3641
 E-mail: mulrich@state.pa.us
 Valid from/to: 04/25/2006 - 11/14/2007

Your vendor number with us: 100484
 Vendor Name/Address:
 CHARRETTE LLC
 31 OLYMPIA AVE
 WOBURN MA 01801-2014
 Vendor Fax Number: 215-641-9877

Please Deliver To:
 *** TBD AT TIME OF PURCHASE ORDER ***
 *** UNLESS SPECIFIED BELOW ***

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

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	Quantity	UOM	Price	Per Unit	TOTAL
00010	Drafting Equipment, Charrette					
	Item text					
	Manufacturer: Charrette					
	Price List Date: 2005					
	% Discount: 13%					

00020	Drafting Equipment, supplies ,Charrette					
	Item text					
	Manufacturer: Charrette					
	Price List Date: 2005					
	% Discount: 13%					

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



REPRINT

Page 2 / 2

Contract Number: 4600009980

Creation Date: 04/05/2006

Vendor Name:

CHARRETTE LLC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

CONTACT: DIANA HENRY
TELEPHONE: 800-367-3729 EXT 5587
EMAIL: DHENRY@CHARETTE.COM
'CONTRACTOR ALLOWS COSTAR PARTICIPATION PER ACT 57".

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE



REPRINT

Page 2 / 2

Contract Number: 4600009982

Creation Date: 04/05/2006

Vendor Name:

STARR IMAGE PRODUCTS INC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

CONTACT: PAT SANTORO/CASS EVERETT

TELEPHONE: 724-287-8277 OR 888-297-8277

EMAIL: STARR96@EARTHLINK.NET

CONTRACTOR ALLOWS COSTAR PARTICIPATION PER ACT 57".

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE

Contract Reference Number: 6675-01
Collective Number: CN00017136
Contract Number: 4600009477
Change Number: 1
Change Effective Date: 06/01/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Drafting & Engineering Supplies
Contract Period: Effective date of November 14, 2005/Termination date of November 14, 2007
Buyer Name: MaryAnn Ulrich, 717-346-3827 E-Mail: mulrich@state.pa.us

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 contract updates or new price lists.

Oce North America, Inc.: Price list dated May 2006.

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

Contract Reference Number: 6675-01
Collective Number: CN00017136
Contract Number: 4600009487
Change Number: 2
Change Effective Date: 11/05/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Drafting & Engineering Supplies
Contract Period: Effective date of November 14, 2005 termination date of November 14, 2007
Buyer Name: MaryAnn Ulrich, 717-346-3827 E-Mail: mulrich@state.pa.us

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 contract updates and new price list.

Print o Stat (4600009487) Price list dated August 1, 2006

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



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Xerox Wide Format Equipment Information
This Price List supports Xerox Wide Format Dealers ONLY.

Pricing Notes:

The Price List enclosed below should be used in conjunction with the Wide Format Service Price List and the Quarterly Promotions X-FACT.

Administrative Notes:

- All mandatory options must appear on dealer purchase order to be valid. PO must be complete including: drop ship, freight and installation charges (when applicable).
- Please indicate if you want equipment linked (shipped together).
- Please indicate if you want your accessories shipped separately from the equipment, otherwise the accessory will be included and delivered at the same time as equipment.

Market Code/ Product Code	Product Description	Components	List Price
Xerox 3030 Engineering Copier			
3030	3030 Engineering Copier	1HE 673K80642	11,800
Optional Accessories – May choose any			
3030STK	Document Stacker	098K19570	225
3030INST	3030 Install Charge	N/A	300
DROPSHIP	Drop Shipment Fee	N/A	200
Required Freight Charges			
3030FRT	Dealer Freight Charge	N/A	100

Xerox 3040 Engineering Copier			
3040	3040 Engineering Copier	EH1 673K80642	13,495
Optional Accessories – May choose any			
3050STK	Document Stacker	098K19570	225
DROPSHIP	Drop Shipment Fee	N/A	200



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
3040INST	3040 Install Charge	N/A	300
Required Freight Charges			
3040FRT	Dealer Freight Charge	N/A	100

Market Code/ Product Code	Product Description	Components	List Price
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Xerox 6204 Printers

6204 Wide Format Copier/Printer

6204WFCP	6204, Wide Format Copier/Printer, 1 Roll	WDF 650S39500 498K13241 498K13410	16,825
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Optional Accessories – May choose any

6204DRWR	6204 Second Roll Drawer Upgrade	W56	1,300
6204PS	6204 Post Script Feature Key	W54	1,100
6204STN	6402 Scan To Net Feature Key	W00	1,300
62045D	62045Dspeed Upgrade	W60	1,500
6204STRAY	6204 Scanner Catch Tray ()	498K13250	300
DROPSHIP	Drop Shipment Fee	N/A	200
MFDINST	MFD Install Fee – For 6204WFCP	N/A	1,500

Required Freight Charges

MDFRT	Freight Charge – For 6204WFCP	N/A	425
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6204 Wide Format Printer

6204WFP	6204, Wide Format Printer, 1 Roll	WDK 650S39500 498K13241 498K13410	13,000
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Optional Accessories – May choose any

6204DRWR	6204 Second Roll Drawer Upgrade	W56	1,300
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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
6204PS	6204 Post Script Feature Key	W54	1,100
6304D	62045Dspeed Upgrade	W60	1,500
DROPSHIP	Drop Shipment Fee	N/A	200
PRNTRINST	Printer Install Charge – For 6204WFP	N/A	850
Required Freight Charges			
PRINTFRT	Freight Charge – For 6204WFP	N/A	300
Xerox 510 Wide Format Printer & Options			
Note: 220V Power is required to run 10D's at rated speed.			
SYPS5101	Synergix Print System 510dp - 1 Drawer (Quartz White)	MDH-G 650S38300	14,000
Optional Accessories – May choose any			
SYDRAWER2	Printer Drawer2 Upgrade Kit (Quartz White)	MHP 497K02320	3,500
SYDRAWER3	Printer Drawer2 Upgrade Kit (Quartz White)	NNE 497K02320	3,500
2DRWRBLUE	Printer Drawer2 Upgrade Kit (XES Blue)	MHP 497K01751	3,500
3DRWRBLUE	Printer Drawer2 Upgrade Kit (XES Blue)	NNE 497K01751	3,500
SY5TO7D	Synergix Print System 5 to 7 D/A1/min speed Key	MHT	1,500
SY5TO10D	Synergix Print System 5 to 10 D/A1/min Speed Key	MHV 675K10380	4,000
SY7TO10	Synergix Print System 7 to 10 D/A1 / min Speed Key	MHU 675K10380	2,500
BYPASSKIT	510dp Bypass Kit	WUN	350
510STKR	High Capacity Stacker 1000	GVD	2,000
CVG	Universal Second Bin	CVG	1,500
CNTRLMNTA	WF Controller Mounting Kit	675K32490	125
DROPSHIP	Drop Shipment Fee	N/A	200
PRNTRINST	510 Printer Installation Charge	N/A	1,000
Required Freight Charges			



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
510PTRFRT	510 Printer Freight Charge	N/A	300

Market Code/ Product Code	Product Description	Components	List Price
Xerox 721p Wide Format Printer & Options			
721PT3	Synergix Print System 721p	RFU 650K22010	62,225
Required Accessories – Must choose only one of the following			
721HCS2	High Capacity Stacker, High Capacity Stacker Install Kit	RFV 675K11180	2,000
721CT	721 Catch Tray	498K06730	0
Optional Accessories – May choose any			
CNTRLMNTB	WF Controller Mounting Kit	675K32480	125
DROPSHIP	Drop Shipment Fee	N/A	200
PRNTRINST	721 Printer Installation Charge	N/A	1,000
Required Freight Charges			
721PTRFRT	721 Printer Freight Charge	N/A	375



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
Xerox 6030 & 6050 Printers			
6030 Wide Format Printer			
6030WFP	6030 6D, 2 Roll, Wide Format Printer	TTW 650S37120	22,500
Required Accessories – Must choose only one of the following			
60XXTRAY	Printer Catch Tray	498K08090	500
60XXHCS	High Capacity Stacker	UHE	2,000
60XXGFI	Printer GFI Interface	EUV	100
NOTRAY	No Tray Option	N/A	0
Optional Accessories – May choose any			
60XXPMSI	Printer Multi-Sheet Inserter	TUE 498K07630	2,300
60XXPM256	Printer Memory 256MB	498K07650	300
60XXPM512	Printer Memory 512MB	498K07670	600
60XXVPI	VPI Interface	UEU	2,500
CNTRLMNTB	WF Controller Mounting Kit	675K32480	125
DROPSHIP	Drop Shipment Fee	N/A	200
PRNTRINST	Printer Install Charge – For 6030WFP	N/A	1000
Required Freight Charges			
PRINTFRT	Freight Charge – For 6030WFP	N/A	300

Market Code/ Product Code	Product Description	Components	List Price
6050 Wide Format Printer			
6050WFP	6050 9D, 4 Roll, Wide Format Printer	TUC 650S37120 498K08560	28,500



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
Required Accessories – Must choose only one of the following			
60XXTRAY	Printer Catch Tray	498K08090	500
60XXHCS	High Capacity Stacker	UHE	2,000
60XXGFI	Printer GFI Interface	EUV	100
NOTRAY	No Tray Option	N/A	0
Optional Accessories – May choose any			
60XXPMSI	Printer Multi-Sheet Inserter	TUE 498K07630	2,300
60XXPM256	Printer Memory 256MB	498K07650	300
60XXPM512	Printer Memory 512MB	498K07670	600
60XXVPI	VPI Interface	UEU	2,500
CNTRLMNTB	WF Controller Mounting Kit	675K32480	125
DROPSHIP	Drop Shipment Fee	N/A	200
PRNTRINST	Printer Install Charge – For 6050WFP	N/A	1000
Required Freight Charges			
PRINTFRT	Freight Charge – For 6050WFP	N/A	300

Market Code/ Product Code	Product Description	Components	List Price
Xerox 6030 & 6050 Copier Printers			
6030 Wide Format Copier Printer			
6030WFCP	6030 6D, 2 Roll, Wide Format Copier & Printer	TTY 650S37140 498K07980	34,000
Required Accessories – Must choose only one of the following			
60XXTRAY	Printer Catch Tray	498K08090	499
60XXHCS	High Capacity Stacker	UHE	1,999
60XXGFI	Printer GFI Interface	EUV	99



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
NOTRAY	No Tray Option	N/A	0
Optional Accessories – May choose any			
60XXPM256	Printer Memory 256MB	498K07650	299
60XXPM512	Printer Memory 512MB	498K07670	599
60XXVPI	VPI Interface	UEU	2,499
60XXCPMSI	Copier Multi-Sheet Inserter	TUE 498K07630	2,299
60XXSTN	MF Scan to Net Board	TUF	699
60XXSM256	Scanner Memory 256MB	498K07650	249
CNTRLMNTB	WF Controller Mounting Kit	675K32480	125
DROPSHIP	Drop Shipment Fee	N/A	200
MFDINST	MFD Install Fee – For 6030WFCP	N/A	1,500
Required Freight Charges			
MDFERT	Freight Charge – For 6030WFCP	N/A	425

Market Code/ Product Code	Product Description	Components	List Price
6050 Wide Format Copier Printer			
6050WFCP	6050 9D, 4 Roll, Wide Format Copier & Printer (TUD),	TUD 650S37140 498 K07980 498 k08560	40,000
Required Accessories – Must choose only one of the following			
60XXTRAY	Printer Catch Tray	498K08090	499
60XXHCS	High Capacity Stacker	UHE	1,999
60XXGFI	Printer GFI Interface	EUV	99
NOTRAY	No Tray Option	N/A	0
Optional Accessories – May choose any			



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
HGF	Xrite Spectrodensitometer	HGF	2,950
DROPSHIP	Drop Shipment Fee	N/A	200
PRINTRINST	Printer Install Charge	N/A	850
Required Freight Charges			
PRINTFRT	Printer Freight Charge	N/A	300

Market Code/ Product Code	Product Description	Components	List Price
8142CLR Color Printers			
8142CLR	8142 Wide Format Color Printers, Includes: 42" Printer, Power Cords, International Quickstart Guides, CD with User Doc, Software Drivers, 42" Media Feed Spindle, 42" Media Take-Up Spindle and 3" Core Media Adaptor. 8142 WFC Stand	VET 498N00412	11,995
Required Accessories – Must choose only one of the following			
DYEKIT	Starter Dye Ink Kit and 16" roll of Photo Glossy media	673N00038	0
PIGMNTKIT	Starter Pigment Ink Kit with 16" roll of Photo Glossy Media	673N00039	0
Optional Accessories – May choose any			
HGF	Xrite Spectrodensitometer	HGF	2,950
DROPSHIP	Drop Shipment Fee	N/A	200
PRINTRINST	Printer Install Charge	N/A	850
Required Freight Charges			
PRINTFRT	Printer Freight Charge	N/A	300



Technology | Document Management | Consulting Services

Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
HGF	Xrite Spectrodensitometer	HGF	2,950
DROPSHIP	Drop Shipment Fee	N/A	200
PRINTRINST	Printer Install Charge	N/A	850
Required Freight Charges			
PRINTFRT	Printer Freight Charge	N/A	300

Market Code/ Product Code	Product Description	Components	List Price
8142CLR Color Printers			
8142CLR	8142 Wide Format Color Printers, Includes: 42" Printer, Power Cords, International Quickstart Guides, CD with User Doc, Software Drivers, 42" Media Feed Spindle, 42" Media Take-Up Spindle and 3" Core Media Adaptor. 8142 WFC Stand	VET 498N00412	11,995
Required Accessories – Must choose only one of the following			
DYEKIT	Starter Dye Ink Kit and 16" roll of Photo Glossy media	673N00038	0
PIGMNTKIT	Starter Pigment Ink Kit with 16" roll of Photo Glossy Media	673N00039	0
Optional Accessories – May choose any			
HGF	Xrite Spectrodensitometer	HGF	2,950
DROPSHIP	Drop Shipment Fee	N/A	200
PRINTRINST	Printer Install Charge	N/A	850
Required Freight Charges			
PRINTFRT	Printer Freight Charge	N/A	300



Technology | Document Management | Consulting Services

Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
RIP Software for Wide Format Color Printers (8160CLR & 8142CLR)			
RIPWORK	Workstation RIP Software (VYL). Includes: Software CD, with User Doc and Hardware License Key. (For use as a single workstation. A maximum of 3 may be ordered per printer)	AGG 301K16580	1,195
RIPSERVER	Server RIP Software (VYM) Includes: Software CD, with User Doc and Hardware License Key. (For use as a single server. You can order a maximum of one per printer)	AGH 301K16590	3,495
RIPSVRPRO	Pro Server RIP Software (VYN) Includes: Software CD, with User Doc and Hardware License Key. (For use as a single server. You can order a maximum of one per printer)	AGK 301K16600	4,495



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
SYNERGIX 8830 Printers and Digital Solutions			
8830SY2N	Used 8830 Wide Format System (Used 8830 WF Printer, New Controller, New PKU Scanner) Used 8830 Printer, New AccXES Controller, Synergix Scanner, Scanner Stand, Copier UI, Job Accounting Feature Kit, Scan to Net Feature Kit, V10.0 Install Kit, Rear Quarter Panel, 20 GB HD, P193 Interface Card, Scanner Nat Kit.	8YG/U, PUN, NY5/U, NY6, WP6, KF9, 673K94365, 673K94364, 650K19270, 098K58201, 497K01970, 498K03041, 498K03070, 650K16080, 650K16140	22,500
Optional Accessories – May choose any			
WFCMCT2	Scanner Compact Catch Tray	PPV	500
WFSCSTKR2	Scanner Flat Stacker	PPU	300
NOTRAY	No Tray Option	498K02250	0
Optional Accessories – May choose any			
SYCOLOR	Synergix Color DS (8825-STN required to enable SYCOLOR)	HKC	3,000
SYSTP	Synergix Scan System Scan-to-Print Enablement Kit	NMW	1,000
8830STKR	8830 Stacker	U3C	1,995
PEG	256 MB Memory Upgrade For Controller Only	PEG	190
EXTPS1	External Print Server	VH5 650K20160	300
WFTURBO3	Turbo 3 Upgrade Kit. Turbo II is also required (SY4IPS).	LTG	2,900
25FWCBL	Optional 25 Foot Fire Wire Cable	498K03940	20
SY4IPS	Synergix Scan System 4 IPS (Turbo II) Feature Key	WL7	2,705



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Market Code/ Product Code	Product Description	Components	List Price
88XX-APS	PS Feature Key Kit	YW9	2,495
IMGOW	Image Overwrite Feature Key	VNY	995
DROPSHIP	Drop Shipment Fee	N/A	200
DDS-INST	8830DDSU INSTALL CHARGE	N/A	1,500
Required Freight Charges			
DDSFRT	8830DDSU FREIGHT	N/A	412

Market Code/ Product Code	Product Description	Components	List Price
XESCAN Scanning Solutions			
XESCAN	XESCAN Scanning Solution Synergix Scanner, Universal Scanner Stand, Synergix Scan System UI, Fireboard Lynx 400 Kit, Nationalization Kit	PKU, NY6, KGC, HHG, 650S33840	10,700
Required Accessories – Must choose only one of the following			
STFSAS	XEScan Scan to File Solution SW v1.5	TKP	800
CRSAS	XEScan Color Reflection Copy Solution SW v1.5 and Color Enablement Kit for XEScan	TKT, MLK	7,500
PCRSAS	XEScan Color Reflection Copy and Printing Solution SW v1.5 and Color Enablement Kit for XEScan	VGT, MLK	10,500
CPCRSAS	XEScan Color Copy & Printing Including HPGL & PS Solution SW v1.5, and Color Enablement Kit for XEScan	VGU, MLK	15,500
Required Accessories – Must choose only one of the following			
WFSCSTKR2	Universal Scanner Flat Stacker	PPU	300
WFCMCT2	Scanner Compact Catch Tray	PPV	500
NOTRAY	No Tray Option	498K02250	0



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
Optional Accessories – May choose any			
SASSPD-2	Speed Enhancement Kit for XEScan (LFT)	LFT	2,500
SASCLR	Color Enablement Kit for XEScan (MLK)	MLK	3,000
DROPSHIP	Drop Shipment Fee	N/A	200
Required Freight Charges			
SCANFRT	Freight Charge	N/A	200

Market Code/ Product Code	Product Description	Components	List Price
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Universal Accxes Controller (This Controller does NOT Support the 7346 or 7356 scanner)

WFCNTRL	Universal Accxes Controller	YKE	2,000
Required Accessories – Must choose only one of the following			
721KIT2	Accxes Controller Software (v.11.1) for the 721p Printer	675K32432 498K03450	3,000
60XXKIT2	AccXES Controller Software (V.11.0) for the 6030/50 Printer. "This Kit does not support Image Overwrite (IMGOW)"	675K16470 675K32430	2,700
510KIT2	Accxes Controller Software (v.11.1) for the 510dp, 8825, 8830 & 8850 Wide Format Printers	498K11990 675K32432	3,000
Optional Accessories – May choose any			
8825-ADT	Account Data Tracking	KF9	1,295
NETSWITCH	AccXES Controller Ethernet Switch for 6030/6050 products	497K02540	125
SYSTP	Synergix Scan System Scan-to-Print Enablement Kit	NMW	1,000
SY510PS	Synergix Print System 510 PostScript Feature Key Kit	MYU	2,500



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
SY721PS	Postscript	NMU	2,500
60XXPS	PostScript License	UPV	2,500
88XX-APS	PS Enablement Key	YW9	2,495
IMGOW	Image Overwrite Feature Key for AccXES	VNY	995
FINISHKIT	Generic Finisher Serial Cable and USB Adapter	675K26850	100
SY50APS	8850 PostScript License	KNF	2,495
Universal Scanner (For 721, 60xx, 510)			
UNIVSCAN	Universal Scanner (PKU), Copier Interface, Nationalization Kit - (Please Note: Nat Kit contains 1 10 foot firewire cable)	PKU PPT 650S37170	10,700
Required Accessories – Must choose only one of the following			
SCANSTAND	Universal Scanner Stand	NY6	800
SCANMOUNT	721 Scanner Mounting Kit (Must choose the NOTRAY option)	498K6740	500
Required Accessories – Must choose only one of the following			
WFCMCT2	Scanner Compact Catch Tray	PPV	500
WFSCSTKR2	Universal Scanner Flat Stacker	PPU	300
NOTRAY	No Tray Option (Must choose this option if SCANMOUNT is selected)	498K02250	0
Optional Accessories – May choose any			
25FWCBL	Optional 25 Foot Fire Wire Cable (498K03940)	498K03940	20
SY4IPS	Synergix Scan System Turbo II-4ips Enablement Key (WL7)	WL7	2,705
WFTURBO3	Turbo 3 Upgrade Kit (LTG) Turbo II key is also required. (Requires SY4IPS)	LTG	2,900
SYCOLOR	Synergix Scan System Color Scan-to-Net Enablement Key (HKC)	HKC	3,000



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Wide Format Dealer Equipment Sale Price List

Effective 8/01/06 (Supersedes 07/01/06)

Market Code/ Product Code	Product Description	Components	List Price
8825-STN	Synergix Scan System Scan-to-Net Enablement Key (HKC)	KF8	2,295
DROPSHIP	Drop Shipment Fee	N/A	200
SCANRINST	Scanner Install Charge	N/A	500
Required Freight Charges			
SCANFRT	Scanner Freight Charge	N/A	200

Contract Reference Number: 6675-01
Collective Number:
Contract Number: 4600009982
Change Number: 3
Change Effective Date: 04/17/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Drafting & Engineering Supplies
Contract Period: Effective date of November 14, 2005 termination date of November 14, 2007
Buyer Name: MaryAnn Ulrich, 717-346-3827 E-Mail: mulrich@state.pa.us

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 contract updates and new price list.

Starr Image Products (4600009982) Price list dated January 2007

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

Contract Reference Number: 6675-01
Collective Number: CN00017136
SAP Contract Number: 4600009477
Change Number: 4
Change Effective Date: 05/14/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Drafting & Engineering Supplies
Contract Period: Effective date of November 14, 2005 and Termination Date of November 14, 2007
Buyer Name: MaryAnn Ulrich, 717-346-3827 E-Mail: mulrich@state.pa.us

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 contract updates and new price list.

Oce North America, Inc. (4600009477) Price list dated April 2007

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

Contract Reference Number: 6675-01
Collective Number: CN00017136
Change Number: 5
Change Effective Date: October 9, 2007

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

For: All Using Agencies of the Commonwealth
Subject: Drafting & Engineering Supplies
Contract Period: Effective date of November 14, 2005 and Termination Date of November 14, 2007.
Associate Commodity
Manager: Jason Hicks, 717-346-8185

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 November 15, 2007 and ending November 14, 2008.

<u>Contractor</u>	<u>Contract Number</u>
Xerox Corporation	4600009475
Midwest Shop Supplies, Inc	4600009476
Oce' North America	4600009477
Print O Stat Inc.	4600009487
Richter Drafting & Office Supply	4600009979
Charrette LLC	4600009980
Starr Image Products	4600009982