

# Overview for Contract

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

## DESCRIPTION

This Contract will cover the requirements of Digital Production Publishing Systems for All using Agencies. This includes but is not limited to publishing systems, software and accessories most often found in printing operations and central production centers. This Contract is not intended for departmental multifunctional devices. Manufacturers include: 4600010938-Oce, 4600010939-Konica Minolta, 4600010941-Xerox, 4600010942-Danka (includes Kodak), 4600010943-Kyocera Mita, 4600010944-Ricoh, 4600010945-Ikon (includes Canon), 4400001193-Allegro (includes IBM and Infoprint)

## CONTRACT INFO

Contract Number & Title	4600010938, 4600010939, 4600010941, 4600010942, 4600010943, 4600010944, 4600010945, 4400001193
Number of Suppliers	8
Validity Period	August 1, 2006-July 31, 2008
DGS Point of Contact	Jennifer Carr
Contact Phone #	717-346-7097
Email	<a href="mailto:jecarr@state.pa.us">jecarr@state.pa.us</a>

## PRICING HIGHLIGHTS



## PROCESS TO PURCHASE

All agencies will place their purchase orders through SAP and/or SRM.

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT SCOPE/OVERVIEW:** This Contract will cover the requirements of Digital Production Publishing Systems for All using Agencies. This includes but is not limited to publishing systems, software and accessories most often found in printing operations and central production centers. This contract is not intended for departmental multifunctional devices

**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 Date of Award and expire on July 31, 2008.

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

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

### **GENERAL**

This Contract includes the Lease with Purchase Option, Lease with Fair Market Value Option, Installment Purchase, and Outright Purchase of Digital Production Publishing Systems, accessories and software. **All publishers must have the following capabilities:**

- A. Print digitally in monochrome, highlight or full color
- B. Ability to scan from hardcopy originals
- C. Provide document storage and document management from scanned and electronic input
- D. Ability to merge scanned and electronic input into one document
- E. Accepts industry-standard network data streams

### **CONTRACT OBLIGATION**

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

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

## **ELIGIBILITY**

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

## **METHOD OF AWARD**

Award is made to those bidders offering the highest percentage discount deduction from the manufacturer's current state and local government price list for the specified equipment. Bidder shall show only a Single Percent Discount. Only one award is made for each manufacturer. Bidders must submit a copy of the price list with the bid.

## **PRICE**

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

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

The Using Agency will submit meter readings to the contractor at the close of each calendar month for all equipment under lease. These meter readings are used for the purpose of invoicing the Using Agency for the cost per copy charge.

## **PRICE LISTS**

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

## **EQUIPMENT**

All items offered by the bidder are new.

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

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for an additional one (1) year term by mutual agreement between the Commonwealth and the Contractors. If the Contract is renewed the same terms and conditions shall apply. This renewal shall be limited to three (3) one year terms.

## **INSTALLATION AND REMOVAL**

The contractor is responsible for the installation of all equipment and after installation must certify readiness for operation.

The contractor shall provide at no cost to the Commonwealth, a starter kit that includes toner, developer, fuser oil, etc. System is in operable condition and producing acceptable copies upon installation. Commonwealth shall not accept billing for starter kit.

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 that meets the manufacturer's established installation criteria is not available; the contractor must not deliver the equipment and will request the agency to cancel the order. Contractors not familiar with any 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 their responsibility to fulfill its contractual obligations.

For installation and removal that requires rigging, the contractor shall 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 of equipment placement.

Cabling of network machines is not the responsibility of the contractor.

Upgrade Placements: Removal costs are not incurred by the Commonwealth for equipment being replaced by equipment from the same contractor.

## **MAINTENANCE SERVICE COVERAGE**

The original contractor supplying equipment is required to provide maintenance for the term of the Digital Production Publisher Contract.

The contractor shall provide maintenance service for all equipment procured under the contract, unless the agency elects not to procure maintenance service for equipment acquired through the outright purchase plan.

All maintenance is included in the lease price for leased equipment. When a machine is purchased, either a new or equity purchase, the contractor shall provide maintenance contract pricing, beginning at that date of purchase, to include all parts, service, and consumable supplies (drums, developers, toner, etc.) not covered under warranty. Excludes staples, stitcher wire, paper, binder tape and color toner.

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

In the event a contractor fails to dispatch a qualified technician within four working hours after notification, a \$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 contract under this section may be deducted from any amounts due the contractor.

For the lease purchase, installment purchase and outright purchase plans, the cost of maintenance is firm (no increase in price) for a full five (5) year period after acceptance of the equipment. Fixed maintenance costs include the base rate as well as the cost per copy charge. No escalators apply.

The Department of General Services, Bureau of Procurement will act as the agent for the Agencies for all surcharge actions brought under this section. Agencies shall forward to the Bureau of Procurement all documented cases of late responses. The Bureau of Procurement will then determine what incidents are justified for surcharge action and the appropriate comptroller is notified. Agencies please include the following information in their documentation. Date and time the call placed, name of individual who placed call, name of person at contractors location that they spoke to, date service representative arrived, time of day service performed, name of service representative, (if machine is down for a period of time while parts were ordered number of days machine was down).

### **QUALITY AND RELIABILITY**

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

### **EQUIPMENT TRANSFERS**

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

### **DELIVERY TIME**

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

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

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

## **PRICING PLANS**

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

There are five (5) plans for procuring equipment:

- 48 Month lease with Fair Market Value Option at end of term
- 60 Month lease with Fair Market Value Option at end of term
- 48 Month Installment Purchase
- 60 Month Installment Purchase
- Outright Purchase

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.

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

## **REPLACEMENT OF DISCONTINUED MODELS**

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

## **PRODUCT UPDATES**

Contractor may add, delete, or replace publishers and accessories on a quarterly basis. This process will include providing the Department of General Services with current catalog pricing. These updates are not submitted more than once per quarter. Submissions are provided either in hardcopy or electronic format, at the discretion of the Department of General Services.

## **TRADE-INS**

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

Trade-in equipment is represented by the Commonwealth only "as is" and no warranty as to its condition is expressed or inferred. Equipment for trade-in is picked up by the contractor at the point indicated in the agency's purchase order and removed at his expense.

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

- A. Complete orientation of all of the equipment's features, functions, and capabilities.
- B. "Hands On" training of each employee in the operation of the machine by demonstration and use.

- C. Complete instruction on the replacement of the equipment's consumable supplies: toner, paper, fuser oil, binder tape, staples, and any other items that are replaced by employee.
- D. Trouble shooting of the equipment, including jam clearance and identification of codes and/or symbols used to diagnose problems.
- E. Process to identify that equipment needs a technician's services and the method of notification to a qualified service technician.
- F. Review of system documentation, electronic or hardcopy

**BILLINGS** All billings and invoices for equipment and/or maintenance services are the sole responsibility of the contractor. Such billings are issued by the contractor of record only

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

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

- A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.
  - 1. A "local public procurement unit" is:
    - 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.
  - 2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.
- B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that 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.

- C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.**
- 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.
- E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter’s Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us) or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6<sup>th</sup> Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS’s written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
  2. The Contractor shall include on each report the Contractor’s name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
  3. DGS may suspend the Contractor’s participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars).
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
  2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101

Telephone: 1-866-768-7827  
E-mail [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

**If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?**

**Please Answer:** YES \_\_\_\_\_ NO \_\_\_\_\_

**INQUIRIES:** Direct all questions to.

Karen Rhinehart, Commodity Specialist  
Bureau of Procurement  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg PA 17101-1914  
Telephone 717-346-8177  
FAX 717-783-6241  
[krhinehart@state.pa.us](mailto:krhinehart@state.pa.us)

## **SPECIAL TERMS AND CONDITIONS FOR THE ACQUISITION OF ELECTRONIC DATA PROCESSING EQUIPMENT AND SOFTWARE**

These Special Terms and Conditions for the acquisition of electronic data processing equipment and software supplement the General Conditions and Instructions to Bidders. If there are any conflicts or discrepancies, these Special Terms and Conditions shall prevail.

### **1. LICENSE FOR SOFTWARE PRODUCTS**

The successful bidder shall grant to the Commonwealth a nonexclusive non-transferable perpetual license to use each software product including related materials provided therewith. The license granted for each software product is effective from the acceptance date and shall remain in force, unless terminated by the Contractor for failure to comply with any of the conditions hereof, for as long as the Commonwealth retains the equipment or software or until the Commonwealth discontinues the use of such equipment or software product(s). Upon any termination or expiration of the license, the Commonwealth shall return to the successful bidder or destroy all copies of the software.

### **2. PROPERTY OF SUCCESSFUL BIDDER**

All software products, including related materials provided therewith, shall remain the property of, and is proprietary to, the successful bidder and the Commonwealth shall, to the best of its ability, keep confidential and protect from unauthorized disclosure each licensed software product.

### **3. USE**

The Commonwealth shall have the right to use each software product or any portion thereof on the system or only a portion of the system for which it was acquired under the contract. If the Commonwealth is temporarily unable to use a software product on its system because of conditions beyond the Commonwealth's control, the license may be temporarily transferred to permit the Commonwealth to use the software product on another system.

### **4. REPRODUCTIONS AND COPIES**

The Commonwealth shall have the right, with the prior consent of the successful bidder, which shall not be unreasonably withheld, to reproduce or copy any portion of each software product in machine readable form into machine readable or printed form as necessary to support the Commonwealth's own use of each software product on the system for which it was acquired. The Commonwealth shall reproduce and include copyright or trade secret notices of any copies, in whole or in part, in any form, including partial copies in modifications of software products made herein in compliance with any applicable instructions provided by the successful bidder. All copies of each software product made by the Commonwealth are the property of the successful bidder.

### **5. MODIFICATIONS**

The Commonwealth may modify any software product for its own use and at its own expense and responsibility to meet its specific requirements. Any portion of a software product included in such modifications shall be subject to the same conditions and limitations as have been designated herein for the original software product. Any modifications of a software product by the Commonwealth voids the warranty for any affected function of the original software product and the successful bidder will only be required to continue maintenance of the unmodified parts of the software product. To the extent that they do not contain any proprietary information, the Commonwealth shall have all ownership rights in any application software developed by the Commonwealth or modification to such software and associated documentation for which the Contractor furnishes technical support.

### **6. TERMINATION**

Commonwealth may terminate a license upon thirty (30) days prior written notice. The successful bidder may terminate a license upon written notice only if the Commonwealth fails to comply with any of the terms and conditions of the agreement after the successful bidder has given Commonwealth written

## **SPECIAL TERMS AND CONDITIONS FOR THE ACQUISITION OF ELECTRONIC DATA PROCESSING EQUIPMENT AND SOFTWARE**

notification of noncompliance and thirty (30) Commonwealth workdays within which to correct the deficiency. If terminated by the successful bidder, for reasons other than default and/or misuse, the successful bidder shall provide replacement software product comparable to and no less capable than the original, and at no additional charge.

### **7. SUPERVISION**

The Commonwealth assumes responsibility for the supervision, management and control of its use of each software product and related materials provided thereto, modifications and updates thereto, upon acceptance of the system, including but not limited to: (1) assuring proper system configuration as recommended and agreed to by the successful bidder program installation, reasonable audit control and operating methods; (2) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy, for input and output as well as restart and recovery in the event of malfunction; and (3) accomplishing the productive utilization of each software product in the system.

### **8. UPDATES**

If the Commonwealth requests modifications to a software product or an update thereof, the conditions appropriate to the modification or update shall be subject to agreement between the parties. Notwithstanding the above, the successful bidder agrees to at no additional charge furnish to the Commonwealth any updates to software products normally furnished to other customers for their use at no charge.

### **9. WARRANTY OF TITLE**

The successful bidder warrants that it is the owner of each licensed software product, or if not, has the right to grant a sublicense to such software products or is an authorized dealer for the software products.

### **10. THIRD-PARTY SOFTWARE**

Third-party software designated in the successful bidder's bid proposal may be subject to a third-party license agreement and the Commonwealth shall comply with the terms and conditions governing the use of such software as found in the license agreement, endorsed with the bid proposal or accompanying the software.

## LEASING TERMS AND CONDITIONS

### I. General.

- (A) Pursuant to these Leasing Terms and Conditions ("Terms and Conditions") the contractor(s) shall lease equipment and software covered by the contract. Commonwealth agencies shall, in addition to the outright purchase of equipment and software, have the option to lease equipment from the contractor, as well as financed software and other items. Leases are in accordance with the following terms (in addition to the terms and conditions. The ordering Commonwealth agency shall indicate its election to lease equipment (each such lease transaction hereinafter called a "Lease") on the applicable purchase order issued to the contractor. Such Lease may also include financed software or other items that are financed (in either case "Financed Items").
- (B) The contractor may assign such purchase order and Lease to a third party ("Initial Assignee") who will fund the purchase of the equipment and Financed Items (and in the case of a Lease, take title to the equipment) and assume the right to receive all payments thereunder. The consent of the Commonwealth to such assignment by the contractor shall not be required. The contractor shall notify the Commonwealth of its assignment to an Initial Assignee in its acknowledgment to the Commonwealth Agency of the purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.
- (C) Notwithstanding any provisions to the contrary, in the event of an assignment of a Lease to an Initial Assignee, the Initial Assignee shall only be bound to the obligations of the contractor as they are specified in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided in the remainder. The Commonwealth waives any claims it may have against the Initial Assignee for any loss, damage or expense caused by the equipment or any Financed Item or any defect therein or use or maintenance thereof. The Commonwealth acknowledges that the Initial Assignee is not the supplier of the equipment or Financed Items and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee, if any portion of the equipment or Financed Items is unsatisfactory for any reason, the ordering Commonwealth Agency shall, nevertheless, continue to make payments under the applicable Lease and shall make any claim against the contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
- (D) The rights of the Initial Assignee and any subsequent assignee to receive payments under a Lease are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee.

### II. Leasing Plans. The contractor agrees to provide the equipment and Financed Items covered through four pricing plans (in addition to outright purchase which is already covered by Contract.

- A. Forty-eight (48) month Lease with Fair Market Value Option
- B. Sixty (60) month Lease with Fair Market Value Option
- C. Forty-eight (48) month Installment Purchase
- D. Sixty (60) month Installment Purchase

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

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

IV. Payments.

- A. Full term intention. The ordering Commonwealth agency shall pay the applicable monthly or annual rent payment for the equipment and Financed Items. Payment shall be made by the ordering Commonwealth Agency, for the full term, unless the purchase order is terminated by the Commonwealth agency for contractor Default under Section V(J)(2) herein or nonappropriation of funds.
- B. Nonappropriation. The Commonwealth agency's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the purchase order was issued, the Commonwealth agency may return the equipment to the contractor or Initial Assignee (if applicable) and thereafter be released of all further obligations, provided: (i) The Commonwealth agency delivers unencumbered title to the equipment to the contractor or Initial Assignee (if applicable), (ii) The equipment is returned to the contractor or Initial Assignee (if applicable) in good condition, reasonable wear and tear excepted, and (iii) thirty (30) days written notice is given to the contractor or Initial Assignee (if applicable) stating the failure of appropriations as the reason for return and certifying that the equipment is not being replaced by similar equipment from another vendor. In the event the Commonwealth agency returns the equipment for failure of appropriations, all amounts then due to the contractor or Initial Assignee (if applicable) through the end of the fiscal year for which sufficient funds have been appropriated shall be paid by the Commonwealth agency.
- V. Leasing Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a 48 Month lease with Fair Market Value Option at end of term; 60 Month lease with Fair Market Value Option at end of term; 48 Month Installment Purchase; and 60 Month Installment Purchase:
- A. Title. Title in or to the equipment shall not pass to the Commonwealth but shall remain in the contractor or Initial Assignee (if applicable). The equipment shall remain personal property and shall not become a fixture or affixed to real property. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest. At the request of the contractor or Initial Assignee (if applicable), the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. The contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable.
- B. Risk of Loss. The contractor shall assume and bear the risk of loss, damage, or theft to the equipment and all component parts thereof while same is in the Commonwealth's possession, unless it could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment. No loss or damage to the equipment shall impair any obligation of the contractor or of the Commonwealth, except as hereinafter expressly provided. Unless the damage could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the contractor shall repair or cause to be repaired all damages to the equipment, if the contractor determines the equipment can be economically repaired. In the event that the equipment is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the contractor, the Lease shall terminate and the Commonwealth's obligation to pay rent for the equipment shall be deemed to have ceased as of the date of the loss.
- C. Assignment. The Commonwealth shall not assign any Lease hereunder or any interest therein, or sublease the equipment without the prior written consent of the contractor or its assignee. The contractor may assign the purchase order and the Lease and/or grant security interests therein, in whole or in part to an Initial Assignee and such Initial Assignee may further assign a Lease and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment

by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign payments under any Lease to a third party.

- D. Purchase Option. If the Commonwealth is not in default, it shall have the right to buy the equipment "as is with no additional warranty" at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value Option, the fair market value of the equipment shall be as established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established. Upon the Commonwealth's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Commonwealth upon payment.
- E. Extension. If the Commonwealth has not elected to purchase the equipment at the expiration of a Lease term, and as long as the Commonwealth is not in default under the Lease, the Lease (other than Leases that expire five years from date of installation) may be extended upon receipt by the contractor or Initial Assignee (if applicable) of written notification from the Commonwealth. The extension will be under the same terms and conditions then in effect, including rent (but not less than fair market rental value) and will continue until the earlier of termination by either party upon one month's prior written notice or five years from the date of installation.
- F. Return of Equipment. 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 has been shipped to the contractor in accordance with the subsection. Since the Commonwealth has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the contractor shall, at its discretion, either 1) remove and destroy the hard drive from the equipment or 2) clean the hard drive to Office of Administration/U.S. Department of Defense standards. The contractor will be required to provide written certification to the Commonwealth agency that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards. Except in the event of a total loss of the equipment pursuant to paragraph V. (B) herein and except for those costs associated with the removal, destruction and cleaning of the hard drives, the Commonwealth shall pay any costs and expenses incurred by the Contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. All parts removed and replaced by the contractor shall become the property of contractor or Initial Assignee (if applicable). The contractor's or Initial Assignee's (if applicable) costs and expenses associated with 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive shall be included in the rental amount. No additional charges will be paid by the Commonwealth agency for 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive upon the return of an item of equipment.
- G. Warranties: Quiet Enjoyment. The contractor or Initial Assignee (if applicable) grants to the Commonwealth the benefit of any and all warranties made by the manufacturer or supplier of the equipment or Financed Items during the term of a Lease. The contractor warrants that neither the contractor nor anyone acting or claiming through the contractor, by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of the use of the Equipment so long as no event of default shall have occurred and be continuing. However, in the event of an assignment of a Lease hereunder to an Initial Assignee, such Initial Assignee (and any subsequent assignee) warrants that neither it nor anyone acting or claiming through it by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of and use of the Equipment, so long as no event of default shall have occurred and be continuing.

H. Liability.

1. The Commonwealth assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition, or storage of any piece of equipment or Financed Item by the Commonwealth agency whether such injury or death be with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage be to the Commonwealth's property or the property of others; provided, however, that said damage or injury results from the negligence of Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the Department of General Services or any Commonwealth agency.
2. The Commonwealth shall, during the term of the Lease, self-insure with respect to the risks which it has assumed under subparagraph (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 have been assigned to an Initial Assignee, the Commonwealth's obligation to pay rent for those items of software or other Financed Items which have been delivered and for which acceptance certificates have been received shall not be effected by any discontinuance, return or destruction of any license or licensed program materials or any dissatisfaction with any service financed under the Lease. The Commonwealth may terminate any Financed Item (but not an item of equipment) by prepaying its remaining rent. The Commonwealth shall provide the contractor or Initial Assignee (if applicable) with notice of the intended prepayment date which shall be at least one month after the date of the notice. The contractor or Initial Assignee may, depending on market conditions at the time, reduce the remaining rent to reflect such prepayment and shall advise the Commonwealth of the balance to be paid. If, prior to Lease expiration, the Commonwealth purchases equipment related to a Financed Item or if the Lease for such equipment is terminated, for any reason (except if funds are not appropriated as described in paragraph IV (B)), the Commonwealth shall at the same time prepay such Financed Item, if it has been delivered and for which an acceptance certificate has been received.

J. Default

1. If the Commonwealth (1) does not pay a rent payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any rent; (2) breaches any other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (if applicable); or (3) files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce the following remedies:
  - a. Terminate the applicable purchase order.
  - b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. The contractor or its assignee may, among its options, sell the equipment at public or private sale for cash or credit.

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

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

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

- a. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
- b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

- VI. Compliance with Internal Revenue Code. The contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports that must be filed with the Internal Revenue Service with respect to the order under Section 124 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the Lease, permit the equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC. The Commonwealth represents that it and each ordering Commonwealth Agency that enters into a Lease hereunder qualifies as a State or political subdivision of a State for the purpose of Section 103(a) of the IRC. Any misrepresentation of such status under Section 103(a) shall constitute an event of default by the Commonwealth pursuant to paragraphs V (J). If (a) the Internal Revenue Service rules that the Commonwealth or any ordering Commonwealth Agency does not so qualify under Section 103(a) of the IRC, or (b) the Commonwealth fails to cooperate with the contractor or Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum to be determined by the contractor or Initial Assignee sufficient to return the contractor or Initial Assignee (if applicable) to the economic results it would otherwise have received.

- VII. Other Documents. Upon request from the contractor or Initial Assignee the Commonwealth will sign properly completed UCC-1 Forms and 8038G or 8038GC Forms if applicable. The

contractor or Initial Assignee is responsible for completing these forms and filing them with the appropriate offices/parties. One opinion of counsel form (using the form attached hereto as Exhibit B) covering all Commonwealth agency orders under the contract will be provided upon request.

- VIII. Use and Location of Equipment and Alterations. The Commonwealth agency shall keep the equipment under a Lease within the confines of the Commonwealth of Pennsylvania. The Commonwealth agency will inform the contractor or the Initial Assignee of the location of the equipment upon request. The Commonwealth agency, at its own cost and expense, shall maintain the equipment in good operating condition and will not use or deal with the equipment in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The equipment will not be misused, abused, wasted or allowed to deteriorate except for ordinary wear and tear resulting from its intended use. No alterations, changes, or modifications to the equipment shall be made without the approval of the contractor or Initial Assignee (if applicable).
- IX. Warranty Disclaimer. IN THE EVENT CONTRACTOR ASSIGNS A LEASE HEREUNDER TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN, IN THE CASE OF A LEASE, A WARRANTY OF QUIET ENJOYMENT OF THE EQUIPMENT), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE COMMONWEALTH TAKES THE EQUIPMENT AND ANY FINANCED ITEMS "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE COMMONWEALTH HAVE ANY REMEDY AGAINST THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF SAVINGS OR LOSS OF USE.
- X. Governing Law: Severability. All Leases hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, however the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions shall be resolved in accordance with Section 22 of the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts For Supplies (Attachment B.)
- XI. Notices. Service of all notices under these Terms and Conditions shall be sufficient if delivered by hand or overnight courier or mailed to the Commonwealth at the address set forth in the applicable purchase order, or to the contractor or Initial Assignee (if applicable) at the address set forth in its acknowledgment to the purchase order (or any document attached thereto). Notices by mail shall be effective when deposited in the U.S. mail, duly addressed and postage prepaid. Notices delivered by hand or by overnight courier is effective when actually received.
- XII. Terms. These Terms and Conditions are in addition to other terms and conditions, except to the extent the contractor assigns a Lease or hereunder to an Initial Assignee, in which case the Initial Assignee shall only be bound to the obligations of the contractor indicated in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions. To the extent that there is a conflict between the other terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail to the extent that a leasing option is selected by the ordering Commonwealth agency.

**EXHIBIT A**

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

**ACCEPTANCE CERTIFICATE**

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

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has \_\_\_\_\_ been \_\_\_\_\_ delivered \_\_\_\_\_ to \_\_\_\_\_ and accepted on \_\_\_\_\_ the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in RFP CN00007482 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 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 \_\_\_\_\_, between \_\_\_\_\_ as the contractor and the Commonwealth of Pennsylvania, including all exhibits and attachments to the Agreement.

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

1. The Commonwealth is authorized to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid, and binding agreement enforceable in accordance with its term. Any orders issued by Commonwealth agencies against the Agreement represent legal, valid and binding obligations of the agency that issued the order.
3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Commonwealth of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law, or regulation applicable to the Commonwealth or result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest, or other encumbrance upon any assets of the Commonwealth or the equipment pursuant to any indenture, mortgage, deed or trust, bank loan, credit agreement or other instrument by which the Commonwealth is a party or by which it or its assets may be bound.
5. To the best of my knowledge, there are no actions, suits, or proceedings pending or, to the knowledge of the Commonwealth, threatened against or affecting the Commonwealth, in any court or before any governmental commission board or authority which, if adversely determined, will have a material adverse effect on the ability of the Commonwealth to perform its obligations under the Agreement.
6. All required competitive procurement procedures regarding the award of the Agreement have been followed by the Commonwealth.

Sincerely,

\_\_\_\_\_  
Assistant Counsel

## EXHIBIT D

Lease Rates for the Initial Quarter Following Contract Execution:

48 Month Lease \_\_\_\_\_

60 Month Lease \_\_\_\_\_

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 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. \_\_\_\_\_) dated as of \_\_\_\_\_, 200 ( ), between  
\_\_\_\_\_("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: \_\_\_\_\_  
\_\_\_\_\_  
(Contractor)  
FIN Number: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
(Assignee)  
FIN Number: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Title:

**LEASING INSTRUCTIONS  
DIGITAL PRODUCTION PUBLISHER**

There are six (4) leasing plans available in addition to the outright purchase covered by this contract.

They are:

- A. Forty- eight (48) Month Lease with Fair Market Value Option at end of term
- B. Sixty (60) Month Lease with Fair Market Value Option at end of term
- C. Forty-eight (48) Month Installment Purchase
- D. Sixty (60) Month Installment Purchase

Following are the procedures for leasing Digital Product Publishers:

1. THE LEASING TRANSACTION CONSISTS OF THE FOUR (4) 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

Note: These forms are available and downloaded from the DGS web site at ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)) under Contract #3610-08 - Leasing documents.

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 that have already been 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 conditions and have the contractor remove them from the quotation. "DO NOT" agree to any of these terms and conditions. The quotation should include nothing but the leasing/rental schedule with payment numbers, and payment amounts.

3. PROCESSING STEPS:

- 1. Purchasing Agents forward a copy of Exhibit "B-1" or "B-2" (or have contractor download copy from the DGS web site).
- 2. The Purchasing Agent should complete 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.
- 3. The Purchasing Agent processes the (Purchase Order through normal approval processes. When the PO is approved, the Purchasing Agent forwards the completed package of forms to the Bureau of Purchases, Attention: Buyer, with all Exhibits attached for review and

**LEASING INSTRUCTIONS  
DIGITAL PRODUCTION PUBLISHER**

approval. When the Buyer approves, he/she will forward it 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 PO, and Exhibit "B-1" or "B-2" to the Contractor. Purchasing Agent should keep a copy of all documents sent to contractor.

4. Upon delivery of the equipment, the Purchasing Agent will complete Exhibit "A" (The Acceptance Certificate). This form is signed by the authorized agent from the agency who states the equipment was received and is acceptable to the agency.
5. A copy of the Purchase Order, 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.
6. 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 to sign, follow this process for those forms.

1. UCC-1 Financing Statement Forms: Forward to the Commodity Specialist at the Department of General Services. This form is returned to the Bureau of Procurement for signature by the Chief Procurement Officer, Bureau of Procurement. 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 IS NOT SIGNED. 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: Commodity Specialist. The Bureau of Procurement will review this form and forward it to DGS Legal for review and insertion of an Identifying Number. This form is returned to the Bureau of 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 provided, IRS procedures are followed, including signing and filing Form 8038-G. The Commonwealth only accepts responsibility for signing properly completed forms. The contractor is responsible for the completion and filing of the form.



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

**REPRINT** Page 1 of 3  
**Contract No. 4600010938**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 101176**

**Supplier Name/Address:**

OCE IMAGISTICS INC  
100 OAKVIEW DR  
TRUMBULL CT 06611-4724  
USA  
Supplier Telephone No: 800-728-7706-...  
Supplier Fax No.: 717-657-8148

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121050

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No  Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006  Percent Discount: 0% DISCOUNT WILL BE TAKEN FROM THE PAYMENT CALCULATED AT LIST PRICE WITH MAINTENANCE AT LIST PRICE	0.00		0.00	1	0.00
20	60 MONTH LEASE-FMV  <b>Item Text</b>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT**  
**Contract No. 4600010938**  
**Contract Original Approval Date: 12/19/2006**

Page 2 of 3

**Supplier Name:**  
OCE IMAGISTICS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006						
Percent Discount: 0% DISCOUNT WILL BE TAKEN FROM THE PAYMENT CALCULATED AT LIST PRICE WITH MAINTENANCE AT LIST PRICE						
30	48 MONTH INSTALLMENT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006						
Percent Discount: 0% DISCOUNT WILL BE TAKEN FROM THE PAYMENT CALCULATED AT LIST PRICE WITH MAINTENANCE AT LIST PRICE						
40	60 MONTH INSTALLMENT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006						
Percent Discount: 0% DISCOUNT WILL BE TAKEN FROM THE PAYMENT CALCULATED AT LIST PRICE WITH MAINTENANCE AT LIST PRICE						
50	OUTRIGHT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006 Percent Discount: 0%						





**REPRINT**  
**Contract No. 4600010938**  
**Contract Original Approval Date: 12/19/2006**

Page 3 of 3

**Supplier Name:**  
OCE IMAGISTICS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
60	MAINTENANCE FOR PURCHASED EQUIPMENT  <b>Item Text</b> Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006  Percent Discount: 0%	0.00		0.00	1	0.00
70	SUPPLIES  <b>Item Text</b> Price List Identification and Date: OCE IMAGISTICS STATE AND LOCAL PRICE LIST DATED 5/4/2006  Percent Discount: 0%	0.00		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

Contact Information:  
Jennifer Grimwood  
717-540-7393  
jennifer.grimwood@imagistics.com

CONTRACTOR ALLOWS COSTAR PARTICIPATION  
No further information for this contract.

**Estimated Total Value  
Not Applicable**



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

**REPRINT** Page 1 of 3  
**Contract No. 4600010939**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 102519**

**Supplier Name/Address:**

KONICA MINOLTA BUSINESS SOLUTIONS  
USA INC  
100 WILLIAMS DR  
RAMSEY NJ 07446-1217  
Supplier Telephone No: 201-825-4000  
Supplier Fax No.: 301-731-3108

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121053

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV-BIZHUB PRO  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No  Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006  Percent Discount: 33%	0.00		0.00	1	0.00
20	60 MONTH LEASE-FMV-BIZHUB PRO  <b>Item Text</b>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT**  
**Contract No. 4600010939**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
KONICA MINOLTA BUSINESS SOLUTIONS  
USA INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 33%						
30	48 MONTH INSTALLMENT PURCHASE-BIZHUB PRO	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 33%						
40	60 MONTH INSTALLMENT PURCHASE-BIZHUB PRO	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 33%						
50	OUTRIGHT PURCHASE-BIZHUB PRO	0.00		0.00	1	0.00
<b>Item Text</b>						





**REPRINT**  
**Contract No. 4600010939**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
KONICA MINOLTA BUSINESS SOLUTIONS  
USA INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 33%						
60	MAINTENANCE FOR PURCHASED EQUIP-BIZHUB P	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 20%						
70	SUPPLIES-BIZHUB PRO	0.00		0.00	1	0.00
<b>Item Text</b> Price List Identification and Date: SUGGESTED RETAIL PRICE LIST DATED 10/17/2006						
Percent Discount: 35%						
<b>General Requirements for all Items:</b>						
<b>Header Text</b> Contact Information: Angela Opito 800-456-6422 x2434 opitoa@kmbs.konicaminolta.us						
CONTRACTOR ALLOWS COSTAR PARTICIPATION No futher information for this contract.						

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD



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

**REPRINT** Page 1 of 8  
**Contract No. 4600010941**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 104274**

**Supplier Name/Address:**

XEROX CORPORATION  
800 CARILLON PKWY  
ST PETERSBURG FL 33716-1102  
USA  
Supplier Telephone No: 888-435-6333  
Supplier Fax No.: 740-374-9953

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121051

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV  <a href="#">Item Text</a>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION

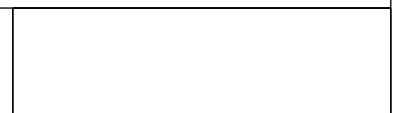


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**Contract No. 4600010941**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 275%						
20	60 MONTH LEASE-FMV  Item Text	0.00		0.00	1	0.00





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**Contract No. 4600010941**  
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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No					
	Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 325%					
30	48 MONTH INSTALLMENT PURCHASE  Item Text	0.00		0.00	1	0.00





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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 275%						
40	60 MONTH INSTALLMENT PURCHASE  Item Text	0.00		0.00	1	0.00





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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No					
	Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 325%					
50	OUTRIGHT PURCHASE Item Text	0.00		0.00	1	0.00





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**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 0%						
60	MAINTENANCE FOR PURCHASED EQUIPMENT  Item Text	0.00		0.00	1	0.00





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**Contract No. 4600010941**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR: DOCUTECH FAMILY OF PRODUCTS HIGHLIGHT COLOR DISTRIBUTED PUBLISHING & PRINTING FAMILY FREEFLOW SOFTWARE-PPSEQ FREEFLOW SOFTWARE-PCPPSEQ PRODUCTION COLOR/iGEN3 MID RANGE COLOR CONNECTIVITY HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS) TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS) XEROX PRICE LIST DATED 9/1/06 FOR: 5X90 PRODUCT FAMILY 4110/2101/1010 DIGITAL DOCUPRINT CONTINUOUS FEED XEROX PRICE LIST DATED 08/1/06 FOR: NUVERA 100/120/144 DIGITAL PROD SYSTEMS XEROX PRICE LIST DATED 06/1/06 FOR: NUVERA 100/120/144 DIGITAL COPIER/PRINTERS XEROX PRICE LIST DATED 01/1/06 FOR: HIGH END SYSTEMS PRINTING (BI-MODE) XEROX PRICE LIST DATED 10/1/03 FOR: PRINTING SYSTEMS SOFTWARE THIS CONTRACT EXLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL Percent Discount: + 55%						
70	SUPPLIES Item Text	0.00		0.00	1	0.00





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**Contract No. 4600010941**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
XEROX CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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Price List Identification and Date: XEROX PRICE LIST DATED 10/1/06 FOR:  
DOCUTECH FAMILY OF PRODUCTS  
HIGHLIGHT COLOR  
DISTRIBUTED PUBLISHING & PRINTING FAMILY  
FREEFLOW SOFTWARE-PPSEQ  
FREEFLOW SOFTWARE-PCPPSEQ  
PRODUCTION COLOR/iGEN3  
MID RANGE COLOR CONNECTIVITY  
HIGH END SYSTEMS PRINTING (EPS), (IPS & NPS), (LPS)  
TXC CATALOG (COLOR SPLITTER, XPERT IMAGE, ROCHESTER SOFTWARE ASSOCIATES, BAYDEL RAID AND BACKUP SOLUTION, NOWDOCS)  
XEROX PRICE LIST DATED 9/1/06 FOR:  
5X90 PRODUCT FAMILY  
4110/2101/1010 DIGITAL  
DOCUPRINT CONTINUOUS FEED  
XEROX PRICE LIST DATED 08/1/06 FOR:  
NUVERA 100/120/144 DIGITAL PROD SYSTEMS  
XEROX PRICE LIST DATED 06/1/06 FOR:  
NUVERA 100/120/144 DIGITAL COPIER/PRINTERS  
XEROX PRICE LIST DATED 01/1/06 FOR:  
HIGH END SYSTEMS PRINTING (BI-MODE)  
XEROX PRICE LIST DATED 10/1/03 FOR:  
PRINTING SYSTEMS SOFTWARE  
THIS CONTRACT EXCLUDES SOFTWARE SOLUTIONS AND OFFICE DIGITAL  
Percent Discount: 0%

**General Requirements for all Items:**

**Header Text**

Contact Information:  
Tim McHugh  
717-558-4872  
Tim.McHugh@xerox.com

CONTRACTOR ALLOWS COSTAR PARTICIPATION  
No further information for this contract.

**Estimated Total Value  
Not Applicable**



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

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Contract No. 4600010942  
Contract Original Approval Date: 12/19/2006

Page 1 of 4

**Purchasing Agent:**

Name: Karen Rhinehart

Phone: 717-346-8177

Fax: 717 346-3820

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

Your SAP Vendor Number With Us: 169195

**Supplier Name/Address:**

DANKA OFFICE IMAGING

11201 DANKA CIRCLE N

ST PETERSBURG FL 33716-3712

USA

Supplier Telephone No: 727-579-3550

Supplier Fax No.: 727-578-6859

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121048

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV- DANKA/KODAK	0.00		0.00	1	0.00
<b>Item Text</b>						
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached						
/ X/Yes            / /No						
Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006						
Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE						
5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE						

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT**  
**Contract No. 4600010942**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
DANKA OFFICE IMAGING

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
20	60 MONTH LEASE-FMV- DANKA/KODAK  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00
30	48 MONTH INSTALLMENT PURCHASE- DANKA/KODA  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00
40	60 MONTH INSTALLMENT PURCHASE- DANKA/KODA  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00



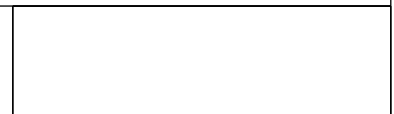


**REPRINT**  
**Contract No. 4600010942**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
DANKA OFFICE IMAGING

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
50	OUTRIGHT PURCHASE- DANKA/KODAK  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00
60	MAINTENANCE FOR PURCH EQUIP-DANKA/KODAK  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00
70	SUPPLIES- DANKA/KODAK  <b>Item Text</b> INCLUDED IN THE MAINTENANCE  Price List Identification and Date: STATE OF PA PRICE LIST DATED 10/26/2006  Percent Discount: 25% ON ALL BLACK AND WHITE PUBLISHING SYSTEMS BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE 5% ON ALL PRODUCTION COLOR DEVICES BASE CONFIGURATIONS, ACCESSORIES, AND PERIPHERAL SOFTWARE	0.00		0.00	1	0.00
<b>General Requirements for all Items:</b>  <b>Header Text</b>						





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**Contract No. 4600010942**  
**Contract Original Approval Date: 12/19/2006**

**Supplier Name:**  
DANKA OFFICE IMAGING

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Contact Information: Paul Fitzgerald 609-495-9357 Paul_Fitzgerald@danka.com</p> <p>CONTRACTOR ALLOWS COSTAR PARTICIPATION No futher information for this contract.</p>						

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD



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

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**Contract No. 4600010943**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 172615**

**Supplier Name/Address:**

KYOCERA MITA AMERICA INC  
225 SAND RD  
FAIRFIELD NJ 07004-1575  
USA  
Supplier Telephone No: 973-808-8444  
Supplier Fax No.: 973-882-4412

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121049

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No  Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: + 30%	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION

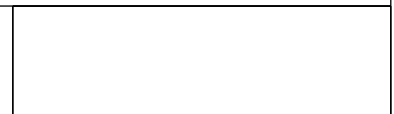


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**Contract No. 4600010943**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
KYOCERA MITA AMERICA INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
20	60 MONTH LEASE-FMV  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: + 42%	0.00		0.00	1	0.00
30	48 MONTH INSTALLMENT PURCHASE  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 MODELS: KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: + 42%	0.00		0.00	1	0.00
40	60 MONTH INSTALLMENT PURCHASE  <b>Item Text</b>	0.00		0.00	1	0.00





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Supplier Name:  
KYOCERA MITA AMERICA INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 MODELS: KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: + 57%						
50	OUTRIGHT PURCHASE	0.00		0.00	1	0.00
Item Text Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 MODELS: KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: -25%						
60	MAINTENANCE FOR PURCHASED EQUIPMENT	0.00		0.00	1	0.00
Item Text						





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**Supplier Name:**  
KYOCERA MITA AMERICA INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
	Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No					
	Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 MODELS: KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: 0%					
70	SUPPLIES	0.00		0.00	1	0.00
	<b>Item Text</b> Price List Identification and Date: STATE OF PA DIGITAL PUBLISHING SYSTEMS PRICE LIST DATED 10/25/2006 MODELS: KM-C3225 KM-C2520 KM-C3232 KM-8030 ONLY  Percent Discount: 0%					
<b>General Requirements for all Items:</b>						
	<b>Header Text</b> Contact Information: Tom Koenig 570-296-7961 thomas_koenig@kyoceramita.com  CONTRACTOR ALLOWS COSTAR PARTICIPATION No futher information for this contract.					

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD



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

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**Contract No. 4600010944**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 115691**

**Supplier Name/Address:**

RICOH CORPORATION  
PO Box 13750  
NEWARK NJ 07188-0001  
USA  
Supplier Telephone No: 201-882-2000  
Supplier Fax No.: 973-882-2219

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121445

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No  Price List Identification and Date: SRP-COMMONWEALTH OF PA PRICE LIST DATED 10/19/2006  Percent Discount: + 387%	0.00		0.00	1	0.00
20	60 MONTH LEASE-FMV  <b>Item Text</b>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



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**Supplier Name:**  
RICOH CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SRP-COMMONWEALTH OF PA PRICE LIST DATED 10/19/2006						
Percent Discount: + 471%						
30	48 MONTH INSTALLMENT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SRP-COMMONWEALTH OF PA PRICE LIST DATED 10/19/2006						
Percent Discount: + 394%						
40	60 MONTH INSTALLMENT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SRP-COMMONWEALTH OF PA PRICE LIST DATED 10/19/2006						
Percent Discount: + 478%						
50	OUTRIGHT PURCHASE	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: SRP-COMMONWEALTH OF PA PRICE LIST DATED 10/19/2006						
Percent Discount: -5%						





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**Supplier Name:**  
RICOH CORPORATION

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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60	MAINTENANCE FOR PURCHASED EQUIPMENT	0.00		0.00	1	0.00
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**Item Text**

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

Price List Identification and Date: DMAP/NATIONAL FULL MAINTENANCE PRICE LIST DATED 10/19/2006

Percent Discount: + 0%

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70	SUPPLIES	0.00		0.00	1	0.00
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**Item Text**

Price List Identification and Date: GEM SUPPLIES PRICE LIST DATED 10/9/2006

Percent Discount: + 0%

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**General Requirements for all Items:**

**Header Text**

Contact Information:

Lori Toth  
717-792-3480  
lori.toth@ricoh-usa.com

CONTRACTOR ALLOWS COSTAR PARTICIPATION

No further information for this contract.

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD



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

**REPRINT** Page 1 of \*  
**Contract No. 4600010945**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 116604**

**Supplier Name/Address:**

IKON OFFICE SOLUTIONS INC  
6360 FLANK DR STE 1000  
HARRISBURG PA 17112-2797  
USA  
Supplier Telephone No: 717-526-2300  
Supplier Fax No.:

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121054

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV-B/W SYSTEMS  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No INCLUDES 200,000 BASE COPIES-EXCESS COPIES @.004 PER COPY  Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&W SYSTEMS PRICE LIST DATED 10/1/2006  Percent Discount: + 5%	0.00		0.00	1	0.00
20	60 MONTH LEASE-FMV-B/W SYSTEMS  <b>Item Text</b>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



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**Contract Original Approval Date: 12/19/2006**

**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 200,000 BASE COPIES-EXCESS COPIES @.004 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&amp;W SYSTEMS PRICE LIST DATED 10/1/2006</p> <p>Percent Discount: + 17%</p>						
30	48 MONTH INSTALLMENT PURCHASE-B/W SYSTEM	0.00		0.00	1	0.00
<p><b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 200,000 BASE COPIES-EXCESS COPIES @.004 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&amp;W SYSTEMS PRICE LIST DATED 10/1/2006</p> <p>Percent Discount: + 14%</p>						
40	60 MONTH INSTALLMENT PURCHASE-B/W SYSTEM	0.00		0.00	1	0.00
<p><b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 200,000 BASE COPIES-EXCESS COPIES @.004 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&amp;W SYSTEMS PRICE LIST DATED 10/1/2006</p> <p>Percent Discount: + 25%</p>						
50	OUTRIGHT PURCHASE-B/W SYSTEMS	0.00		0.00	1	0.00
<p><b>Item Text</b></p>						



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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&W SYSTEMS PRICE LIST DATED 10/1/2006						
Percent Discount: 30%						
60	MAINTENANCE FOR PURCHASED EQUIPMENT-B/W	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: IKON NATIONAL AFTERMARKET PRICE LIST DATED 10/1/2006						
Percent Discount: 15%						
70	SUPPLIES-B/W SYSTEMS	0.00		0.00	1	0.00
<b>Item Text</b> INCLUDED IN THE MAINTENANCE PRICING Price List Identification and Date: IKON NATIONAL PRICE LIST-SEG 6 DIGITAL B&W SYSTEMS PRICE LIST DATED 10/1/2006						
Percent Discount: 15%						
80	48 MONTH LEASE-FMV-COLOR SYSTEMS	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE COPIES-EXCESS COPIES @.05 PER COPY						
Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006						
Percent Discount: 1%						
90	60 MONTH LEASE-FMV-COLOR SYSTEMS	0.00		0.00	0	0.00
<b>Item Text</b>						



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**Contract Original Approval Date: 12/19/2006**

**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE COPIES-EXCESS COPIES @.05 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006</p> <p>Percent Discount: + 9%</p>						
100	48 MONTH INSTALLMENT PURCHASE-COLOR SYS	0.00		0.00	0	0.00
<p><b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE COPIES-EXCESS COPIES @.05 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006</p> <p>Percent Discount: + 8%</p>						
110	60 MONTH INSTALLMENT PURCHASE-COLOR SYS	0.00		0.00	0	0.00
<p><b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE COPIES-EXCESS COPIES @.05 PER COPY</p> <p>Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006</p> <p>Percent Discount: + 17%</p>						
120	OUTRIGHT PURCHASE-COLOR SYSTEMS	0.00		0.00	0	0.00
<p><b>Item Text</b> WPrice List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006</p> <p>Percent Discount: 30%</p>						





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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
130	MAINTENANCE FOR PURCHASED EQUIP-COLOR  <a href="#">Item Text</a> Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006  Percent Discount: 15%	0.00		0.00	0	0.00
140	SUPPLIES-COLOR SYSTEMS  <a href="#">Item Text</a> Price List Identification and Date: IKON NATIONAL PRICE LIST-CREATIVE AND PROD COLOR SYSTEMS DATED 10/1/2006  Percent Discount: 15%	0.00		0.00	0	0.00
150	48 MONTH LEASE-FMV-ENABLERS  <a href="#">Item Text</a> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006  Percent Discount: + 15%	0.00		0.00	0	0.00
160	60 MONTH LEASE-FMV-ENABLERS  <a href="#">Item Text</a> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No  Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006  Percent Discount: + 20%	0.00		0.00	0	0.00
170	48 MONTH INSTALLMENT PURCHASE-ENABLERS  <a href="#">Item Text</a>	0.00		0.00	0	0.00



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**Contract No. 4600010945**  
**Contract Original Approval Date: 12/19/2006**

**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
<p>Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes      / /No</p> <p>Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006</p> <p>Percent Discount: + 15%</p>						
180	60 MONTH INSTALLMENT PURCHASE-ENABLERS	0.00		0.00	0	0.00
<p><b>Item Text</b></p> <p>Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes      / /No</p> <p>Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006</p> <p>Percent Discount: + 20%</p>						
190	OUTRIGHT PURCHASE-ENABLERS	0.00		0.00	0	0.00
<p><b>Item Text</b></p> <p>Will you offer Leasing of your Equipment As per the Leasing Terms &amp; Conditions Attached / X/Yes      / /No</p> <p>Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006</p> <p>Percent Discount: 10%</p>						
200	MAINTENANCE FOR PURCHASED EQUIP ENABLERS	0.00		0.00	0	0.00
<p><b>Item Text</b></p> <p>Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006</p> <p>Percent Discount: 10%</p>						
210	SUPPLIES-ENABLERS	0.00		0.00	0	0.00
<p><b>Item Text</b></p> <p>Price List Identification and Date: IKON NATIONAL PRICEBOOK PROFESSIONAL SERVICES DATED 10/1/2006</p> <p>Percent Discount: 10%</p>						





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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
220	48 MONTH LEASE-FMV-CANON B/W PROD	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 300,000 BASE COPIES-EXCESS COPIES @.004 PER COPY  Price List Identification and Date: CANON INTEGRATED BUSINESS SYSTEMS RETAIL PRICE LIST DATED 6/1/2006  Percent Discount: + 5%						
230	60 MONTH LEASE-FMV-CANON B/W PROD	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 300,000 BASE COPIES-EXCESS COPIES @.004 PER COPY  Price List Identification and Date: CANON INTEGRATED BUSINESS SYSTEMS RETAIL PRICE LIST DATED 6/1/2006  Percent Discount: + 18%						
240	48 MONTH INSTALLMNT PUR-CANON B/W PROD	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 300,000 BASE COPIES-EXCESS COPIES @.004 PER COPY  Price List Identification and Date: CANON INTEGRATED BUSINESS SYSTEMS RETAIL PRICE LIST DATED 6/1/2006  Percent Discount: + 15%						
250	60 MONTH INSTALLMENT PUR-CANON B/W PROD	0.00		0.00	0	0.00
<b>Item Text</b>						



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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 300,000 BASE COPIES-EXCESS COPIES @.004 PER COPY  Price List Identification and Date: CANON INTEGRATED BUSINESS SYSTEMS RETAIL PRICE LIST DATED 6/1/2006  Percent Discount: + 24%						
260	OUTRIGHT PURCHASE-CANON B/W PROD  <b>Item Text</b> Price List Identification and Date: CANON INTEGRATED BUSINESS SYSTEMS RETAIL PRICE LIST DATED 6/1/2006  Percent Discount: 25%	0.00		0.00	0	0.00
270	MAINTENANCE- CANON B/W PROD  <b>Item Text</b> Price List Identification and Date: IKON NATIONAL AFTERMARKET PRICE LIST PRICE LIST DATED 10/2/2006  Percent Discount: 30%	0.00		0.00	0	0.00
280	SUPPLIES-CANON B/W PROD  <b>Item Text</b> Price List Identification and Date: IKON NATIONAL AFTERMARKET PRICE LIST PRICE LIST DATED 10/2/2006  Percent Discount: 30%	0.00		0.00	0	0.00
290	48 MONTH LEASE-FMV-CANON COLOR PROD  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE COLOR COPIES-EXCESS COPIES @.09 PER COPY  Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006  Percent Discount: + 1%	0.00		0.00	0	0.00



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**Contract No. 4600010945**  
**Contract Original Approval Date: 12/19/2006**

**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
300	60 MONTH LEASE-FMV-CANON COLOR PROD  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No INCLUDES 5,000 BASE COLOR COPIES-EXCESS COPIES @.09 PER COPY  Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006  Percent Discount: + 7%	0.00		0.00	0	0.00
310	48 MONTH INSTALLMNT PUR-CANON COLOR PROD  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No INCLUDES 5,000 BASE COLOR COPIES-EXCESS COPIES @.09 PER COPY  Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006  Percent Discount: + 7%	0.00		0.00	0	0.00
320	60 MONTH INSTALLMNT PUR-CANON COLOR PROD  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No INCLUDES 5,000 BASE COLOR COPIES-EXCESS COPIES @.09 PER COPY  Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006  Percent Discount: + 15%	0.00		0.00	0	0.00
330	OUTRIGHT PURCHASE-CANON COLOR PROD  <b>Item Text</b>	0.00		0.00	0	0.00

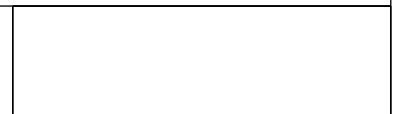


**REPRINT**  
**Contract No. 4600010945**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006						
Percent Discount: 22%						
340	MAINTENANCE- CANON COLOR PROD	0.00		0.00	0	0.00
<b>Item Text</b> Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006 Percent Discount: 15%						
350	SUPPLIES-CANON COLOR PROD	0.00		0.00	0	0.00
<b>Item Text</b> Price List Identification and Date: CANON GRAPHIC ARTS SYSTEMS DIVISION RETAIL PRICE LIST DATED 8/23/2006 Percent Discount: 15%						
360	48 MONTH LEASE-FMV-CANON IMAGERUNNER	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE B/W COPIES-EXCESS COPIES @.008 PER COPY COLOR COPIES @.09  Price List Identification and Date: CANON IMAGERUNNER PRODUCTS RETAIL PRICE LIST DATED 10/9/2006 Percent Discount: 19%						
370	60 MONTH LEASE-FMV-CANON IMAGERUNNER	0.00		0.00	0	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No INCLUDES 5,000 BASE B/W COPIES-EXCESS COPIES @.008 PER COPY COLOR COPIES @.09  Price List Identification and Date: CANON IMAGERUNNER PRODUCTS RETAIL PRICE LIST DATED 10/9/2006 Percent Discount: 10%						





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**Contract No. 4600010945**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
380	48 MONTH INSTALLMNT PUR-CAN IMAGERUNNER  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No INCLUDES 5,000 BASE B/W COPIES-EXCESS COPIES @.008 PER COPY COLOR COPIES @.09  Price List Identification and Date: CANON IMAGERUNNER PRODUCTS RETAIL PRICE LIST DATED 10/9/2006  Percent Discount: 12%	0.00		0.00	0	0.00
390	60 MONTH INSTALLMNT PUR-CAN IMAGERUNNER  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes      / /No INCLUDES 5,000 BASE B/W COPIES-EXCESS COPIES @.008 PER COPY COLOR COPIES @.09  Price List Identification and Date: CANON IMAGERUNNER PRODUCTS RETAIL PRICE LIST DATED 10/9/2006  Percent Discount: 4%	0.00		0.00	0	0.00
400	OUTRIGHT PURCHASE-CANON IMAGERUNNER  <b>Item Text</b> Price List Identification and Date: CANON IMAGERUNNER PRODUCTS RETAIL PRICE LIST DATED 10/9/2006  Percent Discount: 45%	0.00		0.00	0	0.00
410	MAINTENANCE- CANON IMAGERUNNER  <b>Item Text</b> Price List Identification and Date: IKON NATIONAL AFTERMARKET PRICE LIST DATED 10/2/2006  Percent Discount: 15%	0.00		0.00	0	0.00



**REPRINT**  
**Contract No. 4600010945**  
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**Supplier Name:**  
IKON OFFICE SOLUTIONS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
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420	SUPPLIES-CANON IMAGERUNNER	0.00		0.00	0	0.00
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**Item Text**

Price List Identification and Date: IKON NATIONAL AFTERMARKET PRICE LIST DATED 10/2/2006  
INCLUDED IN THE MAINTENANCE PRICING

Percent Discount: 15%

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**General Requirements for all Items:**

**Header Text**

Contact Information:  
Craig Baughman  
717-526-2324  
cbaughman@ikon.com

CONTRACTOR ALLOWS COSTAR PARTICIPATION  
No further information for this contract.

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD



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

**REPRINT** Page 1 of 3  
**Contract No. 4600010947**  
**Contract Original Approval Date: 12/19/2006**

**Purchasing Agent:**

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

Valid from/to: 08/01/2006 - 07/31/2008

**Please Deliver To:**

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

**Your SAP Vendor Number With Us: 154742**

**Supplier Name/Address:**

ALLEGRO BUSINESS SYSTEMS INC  
1776 AUTUMNWOOD DR  
MECHANICSBURG PA 17055-5197  
USA  
Supplier Telephone No: 717-795-7065  
Supplier Fax No.: 717-795-1009

Your Quotation:                      Date:  
Collective No.:  
Our Quotation: 6000121443

**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](http://www.dgs.state.pa.us) for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
10	48 MONTH LEASE-FMV-IBM  <b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes        / /No  Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006  Percent Discount: 13%	0.00		0.00	1	0.00
20	60 MONTH LEASE-FMV-IBM  <b>Item Text</b>	0.00		0.00	1	0.00

SEE LAST PAGE FOR ESTIMATED  
TOTAL VALUE INFORMATION



**REPRINT**  
**Contract No. 4600010947**  
**Contract Original Approval Date: 12/19/2006**

Page 2 of 3

**Supplier Name:**  
ALLEGRO BUSINESS SYSTEMS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006						
Percent Discount: 13%						
30	48 MONTH INSTALLMENT PURCHASE-IBM	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006						
Percent Discount: 13%						
40	60 MONTH INSTALLMENT PURCHASE-IBM	0.00		0.00	1	0.00
<b>Item Text</b> Will you offer Leasing of your Equipment As per the Leasing Terms & Conditions Attached / X/Yes / /No						
Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006						
Percent Discount: 13%						
50	OUTRIGHT PURCHASE-IBM	0.00		0.00	1	0.00
<b>Item Text</b> Price List Identification and Date: ALLEGRO BUSINESS SYSTEMS-APOLLO PRINTER PRICE BOOK DATED 11/1/2006						
Percent Discount: 13%						
60	MAINTENANCE FOR PURCHASED EQUIPMENT-IBM	0.00		0.00	1	0.00
<b>Item Text</b>						





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**Contract No. 4600010947**  
**Contract Original Approval Date: 12/19/2006**

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**Supplier Name:**  
ALLEGRO BUSINESS SYSTEMS INC

Item	Material/Service Desc	Est Qty	UOM	Net Price	Per Unit	Total
MAINTENANCE AND USAGE CHARGE PRICE PROTECTED FOR TERM Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006  Percent Discount: 3%						
70	SUPPLIES-IBM	0.00		0.00	1	0.00
<b>Item Text</b> INCLUDED/EXCEPT STAPLES Price List Identification and Date: IBM DIGITAL PRODUCTION PUBLISHING SYSTEM PRICE LIST DATED 11/1/2006  Percent Discount: 0%						
<b>General Requirements for all Items:</b>  <b>Header Text</b> Contact Information: Kathryn Hammaker 717-795-7065 katie@allegrobusinesssystems.com  CONTRACTOR ALLOWS COSTAR PARTICIPATION No further information for this contract.						

**Estimated Total Value:**  
\$ 500,000.00  
Currency: USD

Contract Number 3610-08  
Change Number: 1  
Change Effective Date : 01/01/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publisher**  
Contract Period: Effective date of **August 1, 2006** and Termination date of **July 31, 2008**  
Buyer Name: Karen Rhinehart/717-346-8177

CHANGE SUMMARY:

**RICOH. (SAP 4600010945)** please reference authorized dealers list which was inadvertently missed.

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

Commonwealth of PA ITB CN00023087  
Digital Production Publishing Systems

Dealers

<p><b>Ricoh</b></p> <p>Ricoh Business Systems 2727 Commerce Way Philadelphia, Pa 19154</p> <p>P - 215-827-2353 F - 215-827-2322 Timothy W. Gargan</p>	<p><b>Ricoh</b></p> <p>Ricoh Business Systems 300 Bursca Drive - Suite 303 Bridgeville, PA 15017</p> <p>P - 412-221-8850 F - 412-498-9278 Susan Gilleskie</p>
<p><b>Ricoh</b></p> <p>Edwards Business Systems 2240 City Line Road Bethlehem, PA 18017</p> <p>P - 800-466-3392 F - 610-266-4249 JOE TODARO</p>	<p><b>Ricoh</b></p> <p>Edwards Business Systems 6435 Flank Drive Harrisburg, PA 17112</p> <p>P - 888-487-1055 F - 717-541-5295 KELLY ZAISER</p>
<p><b>Ricoh</b></p> <p>Edwards Business Systems 1858 Charter Lane, Suite 102 Lancaster, PA 17601</p> <p>P - 717-397-8316 F - 710-7397-8428 Chad Alban</p>	<p><b>Ricoh</b></p> <p>Edwards Business Systems 616 High Street Pottstown, PA 19464</p> <p>P - 610-326-7575 F - 610-327-3323 Chad Alban</p>
<p><b>Ricoh</b></p> <p>Clarion Office Equipment 482 Greenville Pike Clarion, PA 16214</p> <p>P - 814-226-8740 F - 814-226-8753 David Johnson</p>	<p><b>Ricoh</b></p> <p>COMDOC 8790 Belmont Ave Girard, OH 44420</p> <p>P - 412-920-6330 F - 412-920-6337 Tanya Zikoski</p>

**Gestetner** **LANIER** **RICOH** **SAVIN**®

**Commonwealth of PA    ITB CN00023087**  
**Digital Production Publishing Systems**

**Dealers**

<p><b>Ricoh</b></p> <p>Edwards Business Systems 2200 Strafford Avenue Scranton, PA 18505</p> <p>P - 570-342-5040 F - 570-342-5044 Ed Bilder</p>	<p><b>Ricoh</b></p> <p>Edwards Business Systems 524 Penn Avenue West Reading, PA 19611</p> <p>P - 800-992-4426 F - 610-372-0759 Chad Alban</p>
<p><b>Savin</b></p> <p>Amcom Office Systems 181 Bateman Road Imperial, PA 15126</p> <p>P - 724 695-7391 F - 724 695-1118 Richard Peterson</p>	<p><b>Savin</b></p> <p>Direct Image Copy Systems 1054 Butler Avenue New Castle, PA 16101</p> <p>P - 724-654-0218 F - 724-654-0218 Chuck Sunseri</p>
<p><b>Savin</b></p> <p>G.E. Richards, Inc. 506 W. Walnut Street Lancaster, PA 17603</p> <p>P - 717 392-2178 F - 717 293-8261 William W Rupp</p>	<p><b>Savin</b></p> <p>IKON Office Solutions 7351 Rond Pond Road North Syracuse, NY 13212</p> <p>P - 315-458-0540 F - 315-458-0540 Tom Phelps</p>
<p><b>Savin</b></p> <p>McCleary Business Machines 123 Culbertson Road Knox, PA 16232</p> <p>P - 814-797-5733 F - 814-979-2156 Bruce McCleary</p>	<p><b>Savin</b></p> <p>Stewart Business Systems 105 Connecticut Drive Burlington Township, PA 08016</p> <p>P - 856-727-8100 F - 856-727-7337 Scott Farnesi</p>

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Commonwealth of PA ITB CN00023087  
Digital Production Publishing Systems

**Dealers**

<p><b>Savin</b></p> <p>Warren 910 Stone Hill Road Warren, PA 16365</p> <p>P – 814-726-3249 F – 814-726-3322 David O'Neill</p>	<p><b>Savin</b></p> <p>Word Processing Services 159 Pleasant Valley Blvd. Altoona, PA 16602</p> <p>P - 814 946-5282 F - 814 942-2324 Debra Dellaposta</p>
<p><b>Savin</b></p> <p>Word Processing Services 5020 Ritter Rd, Suite 202 Mechanicsburg, PA 17055</p> <p>P – 717-790-9885 F – 717-790-0220 Debra Dellaposta</p>	<p><b>Gestetner</b></p> <p>Associated Imaging Solutions 658 West Street Rd Feasterville, PA 19053</p> <p>P – 215.322.9145 F – 215.322.9159 Eric Lundquist</p>
<p><b>Gestetner</b></p> <p>Conestoga Copiers, Inc 220 Pitney Rd Lancaster, PA 17601</p> <p>P – 717-299-5626 F – 717-299-9893 Tom Delellis</p>	<p><b>Gestetner</b></p> <p>Conrad Office Products 1610 West Granview Erie, PA 16509</p> <p>P – 814-865-8088 F – 818-868-7525 Shawn Conrad</p>
<p><b>Gestetner</b></p> <p>Block Business Systems 3679 Concord Rd York, PA 17402</p> <p>P – 717-757-2679 F – 717-575-7633 John Schriver</p>	<p><b>Gestetner</b></p> <p>Topp Business Solutions 1110 Saginaw St Scranton, PA 18505</p> <p>P – 570-344-9611 F – 570-344-5227 Paul Falzett</p>

**Gestetner** **LANIER** **RICOH** **SAVIN®**

Commonwealth of PA ITB CN00023087  
Digital Production Publishing Systems

**Dealers**

<p><b>Gestetner</b></p> <p>Ford Business Machines 28 Lady's Lane Uniontown, PA 15401</p> <p>P – 724-437-4050 F – 724-437-1214 John Garlow</p>	<p><b>Gestetner</b></p> <p>Block Business Systems 3679 Concord Rd York, PA 17402</p> <p>P – 717-757-2679 F – 717-575-7633 John Schriver</p>
<p><b>Gestetner</b></p> <p>Rothwell Document Solutions 204 West Market St West Chester, PA 19362</p> <p>P – 610-696-1290 F – 610-696-1745 John Rothwell</p>	<p><b>Gestetner</b></p> <p>Excel Document Solutions 666-668 Davisville Rd Willow Grove, PA 19090</p> <p>P – 267-508-0030 F – 267-505-0044 Bob Nieradka</p>
<p><b>Gestetner</b></p> <p>Karpinski's Office Systems 278 Route 6 West Coudersport, PA 16749</p> <p>P – 814-274-4955 F – 814-274-4966 Lisa Karpinski</p>	<p><b>Lanier</b></p> <p>Advanced Office Systems, Inc 5 North Maple Ave Greensburg, PA 15601</p> <p>P - 724-216-9028 F – 724-216-9031 Bob Hefflefinger</p>
<p><b>Lanier</b></p> <p>Advanced Office Systems, Inc 2441 Bedford St Johnstown, PA 15904</p> <p>P - 814-266-9531 F – 814-266-4071 Bob Hefflefinger</p>	<p><b>Lanier</b></p> <p>Lanier Worldwide, Inc Valley Forge Corporate Center 1010 Adams Ave Audubon, PA 19403</p> <p>P – 800-999-3335 x226 F – 412-757-8943 Bob Reichardt</p>

**Gestetner** **LANIER** **RICOH** **SAVIN®**

Commonwealth of PA ITB CN00023087  
Digital Production Publishing Systems

**Dealers**

<p><b>Lanier</b></p> <p>Electronic Business Products 1805 Vestal Parkway Vestal, NY 13851</p> <p>P – 607-786-6277 F – 607-786-6275 Joe Ligouri Jr</p>	<p><b>Lanier</b></p> <p>Keystone Business Products, Inc 108 N Washington Ave, Suite 602 Scranton, PA 18503</p> <p>P – 570-983-0008 F – 570-983-0012 Joe Tomaro</p>
<p><b>Lanier</b></p> <p>Keystone Business Products, Inc 2298 Broadhead Rd Bethlehem, PA 18017</p> <p>P – 610-866-5038 F – 610-974-9641 Joe Tomaro</p>	<p><b>Lanier</b></p> <p>Lanier Worldwide, Inc 1000 Omega Drive Suite 1170 Pittsburgh, PA 15205</p> <p>P – 800-999-3335 x226 F – 412-757-8943 Bob Reichardt</p>
<p><b>Lanier</b></p> <p>Lanier Worldwide, Inc 131 Continental Dr, Suite 109 Newark, DE 19713</p> <p>P – 800-999-3335 x226 F – 412-757-8943 Bob Reichardt</p>	<p><b>Lanier</b></p> <p>Lanier Worldwide, Inc 3903 Hartzdale Drive Suite 300 Camp Hill, PA 17011</p> <p>P – 800-999-3335 x226 F – 412-757-8943 Bob Reichardt</p>

**Gestetner LANIER RICOH SAVIN®**

Contract Reference Number: 3610-08  
SAP Contract Number: 4600010945  
Change Number: 2  
Change Effective Date: 1/29/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher  
**Contract Period:** Beginning August 1, 2006 and Ending July 31, 2008  
**Commodity Specialist Name:** Karen Rhinehart 717-346-8177

**CHANGE SUMMARY:\**

**Ricoh (SAP 4600010945)** has supplied an updated more comprehensive dealer list

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

# RICOH CORPORATION - BRANCH AND DEALER LOCATIONS - COMMONWEALTH OF PA

Name	Brand	Street	City	State	Zip	Contact	Phone	Fax	FID#	SAP#	Authorized Counties
RICOH BUSINESS SYSTEMS	RICOH	300 BURSCA DRIVE - SUITE 303	BRIDGEVILLE	PA	15017	PAUL NAGEL	412-221-8850	412-498-9278	13-2949772	115691	Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, Westmoreland
RICOH BUSINESS SYSTEMS	RICOH	2727 COMMERCE WAY	PHILADELPHIA	PA	19154	TIMOTHY W. GARGAN	215-827-2353	215-827-2322	13-2949772	115691	Bucks, Chester, Delaware, Montgomery, Philadelphia
CLARION OFFICE EQUIPMENT	RICOH	482 GREENVILLE PIKE	CLARION	PA	16214	DAVID JOHNSON	814 226-8740	814 226-8753	25-1472958		Cameron, Clarion, Elk, Forest, Jefferson, Venango
COMDOC	RICOH	8790 BELMONT AVENUE	GIRARD	OH	44420	TANYA ZIKOSKI	412 920-6330	412 920-6337	34-0813593		Allegheny, Armstrong, Beaver, Butler, Crawford, Fayette, Greene, Indiana, Mercer, Venango, Washington, Westmoreland
COMDOC	RICOH	900 PARISH AVENUE	PITTSBURGH	PA	15220	TANYA ZIKOSKI	412 920-6330	412 920-6337	34-0813593		same as above
COPY WORLD, INC.	RICOH	400 W. LANCASTER AVENUE	READING	PA	19607	BRENT SIMONE	810 775-0361	810 777-8583	23-1878527		Berks, Bucks, Carbon, Chester, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill
EDWARDS BUSINESS SYSTEMS	RICOH	2240 CITY LINE ROAD	BETHLEHEM	PA	18017	JOE TODARO	800-466-3392	610-266-4249	23-1672672	119499-003	Adams, Berks, Carbon, Chester, Columbia, Cumberland, Dauphin, Franklin, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Monroe, Montgomery, Northampton, Northumberland, Pike, Schuylkill, Susquehanna, Wayne, Wyoming, York
EDWARDS BUSINESS SYSTEMS	RICOH	6435 FLANK DRIVE	HARRISBURG	PA	17112	KELLY ZAISER	888-487-1055	717-541-5295	23-1672672	119499-001	same as above
EDWARDS BUSINESS SYSTEMS	RICOH	1858 CHARTER LANE, SUITE 102	LANCASTER	PA	17601	CHAD ALBAN	717-397-8316	717397-8428	23-1672672	119499-004	same as above
EDWARDS BUSINESS SYSTEMS	RICOH	616 HIGH STREET	POTTSTOWN	PA	19464	CHAD ALBAN	610-326-7575	610-327-3323	23-1672672	119499-005	same as above
EDWARDS BUSINESS SYSTEMS	RICOH	2200 STRAFFORD AVENUE	SCRANTON	PA	18505	ED BILDER	570-342-5040	570-342-5044	23-1672672	119499-0015	same as above
EDWARDS BUSINESS SYSTEMS	RICOH	524 PENN AVENUE	WEST READING	PA	19611	CHAD ALBAN	800-992-4426	610-372-0759	23-1672672	119499-007	same as above
IKON OFFICE SOLUTIONS	RICOH	83 SOUTH COMMERCE WAY SUITE 320	BETHLEHEM	PA	18017	WADE MICKEY	610-814-3708	610-814-3701	23-0334400	243696	Authorized in all counties in PA
IKON OFFICE SOLUTIONS	RICOH	6360 FLANK DRIVE	HARRISBURG	PA	17112	KORY VANNOY	717-526-2300	717-526-2354	23-0334400	243696	Authorized in all counties in PA
IKON OFFICE SOLUTIONS	RICOH	640 FREEDOM BUSINESS CENTER DR.	KING OF PRUSSIA	PA	19408	JOE ARCHUT	610 382-6059	610-382-6215	23-0334400	243696	Authorized in all counties in PA
IKON OFFICE SOLUTIONS	RICOH	601 HOLIDAY DR., FOSTER PLAZA 3	PITTSBURGH	PA	15220	CASSY REGAN	412-922-5042	412-922-2085	23-0334400	243696	Authorized in all counties in PA
IKON OFFICE SOLUTIONS	RICOH	2601 GATEWAY DR., BRISTOL PLACE II	STATE COLLEGE	PA	16801	THOMAS VELLA	814-234-1039	814-234-0869	23-0334400	243696	Authorized in all counties in PA
JAMES B. SCHWAB	RICOH	2901 WEST 22ND STREET	ERIE	PA	16506	DENNIS SCHWAB	814-836-0008	814-836-0303	16-0841046		Cameron, Crawford, Elk, Erie, Forest, McKean, Potter, Venango, Warren
AMCOM OFFICE SYSTEMS	SAVIN	181 BATEMAN ROAD	IMPERIAL	PA	15126	RICHARD PETERSON	724 695-7391	724 695-1118	25-1333970	146830	Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Washington, Westmoreland
DIRECT IMAGE COPY SYSTEMS	SAVIN	1054 BUTLER AVENUE	NEW CASTLE	PA	16101	CHUCK SUNSERI	724 654-0218	724 654-4432	25-1492417	149726	Butler, Crawford, Erie, Lawrence, Mercer
G.E. RICHARDS, INC.	SAVIN	506 W. WALNUT STREET	LANCASTER	PA	17603	WILLIAM W. RUPP	717 392-2178	717-293-8261	23-1597180	118632	Berks, Chester, Lancaster, Lebanon, Northumberland, Schuylkill
IKON OFFICE SOLUTIONS	SAVIN	7351 ROND POND ROAD	NORTH SYRACUSE	NY	13212	TOM PHELPS	315-458-0540	315-458-1150	23-0334400	116604	Bradford, McKean, Potter, Susquehanna, Warren
KEYSTONE DIGITAL IMAGING, INC.	SAVIN	200 RACOOSIN DRIVE	ASTON	PA	19014	RICARDO SALCEDO	610 804-0300	610-604-0304	23-3035040	138035	Bucks, Chester, Delaware, Montgomery, Philadelphia
MCCLEARY BUSINESS MACHINES	SAVIN	123 CULBERTSON ROAD	KNOX	PA	16232	BRUCE MCCLEARY	814 797-5733	814-979-2158	25-1683768	153688	Clarion, Forest, Jefferson, Venango
STEWART BUSINESS SYSTEMS	SAVIN	105 CONNECTICUT DRIVE	BURLINGTON TOWNSHIP	NJ	08016	SCOTT FARNESI	856-727-8100	856-727-7337	22-1918506		Bucks, Chester, Delaware, Montgomery, Philadelphia
WARREN	SAVIN	910 STONE HILL ROAD	WARREN	PA	16365	DAVID O'NEILL	814-726-3249	814-726-3322	51-0425268		McKean, Potter, Warren
WORD PROCESSING SERVICES	SAVIN	159 PLEASANT VALLEY BLVD.	ALTOONA	PA	16602	DEBRA DELLAPOSTA	814 946-5282	814-942-2324	52-0966656		Adams, Bedford, Blair, Cambria, Cameron, Centre, Clearfield, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Indiana, Lycoming, Mifflin, Perry, Snyder, Somerset, Union, York
WORD PROCESSING SERVICES	SAVIN	5020 RITTER ROAD, SUITE 202	MECHANICSBURG	PA	17055	JOE DELLAPOSTA	717-790-9885	717-790-0220	52-0966656		same as above
ASSOCIATED IMAGING SOLUTIONS	GESTETNER	658 WEST STREET ROAD	FEASTERVILLE	PA	19053	ERIC LUNDQUIST	215 322-9145	215 322-9159	23-2194456	124998	Bucks, Delaware, Montgomery, Philadelphia

**RICOH CORPORATION - BRANCH AND DEALER LOCATIONS - COMMONWEALTH OF PA**

Name	Brand	Street	City	State	Zip	Contact	Phone	Fax	FID#	SAP#	Authorized Counties
BLOCK BUSINESS SYSTEMS	GESTETNER	3679 CONCORD ROAD	YORK	PA	17402	JOHN SCHRIEVER	717 757-2679	717 757-7633	23-2393271	127587	Adams, York
BUSINESS ALTERNATIVES, INC.	GESTETNER	630 PLUM INDUSTRIAL COURT	PITTSBURGH	PA	15239	RON HOLTZER	724 325-2777	724 327-8944	25-1651367	152924	Allegheny, Beaver, Washington, Westmoreland
CAPITAL BUSINESS SYSTEMS	GESTETNER	2708 COMMERCE DRIVE	HARRISBURG	PA	17110	STEVE SHIRK	717 540-0800	717 540-6810	23-2657985	131388	Cumberland, Dauphin
CONESTOGA COPIERS, INC.	GESTETNER	220 PITNEY ROAD	LANCASTER	PA	17601	TOM DELELLIS	717 299-5626	717 299-9893	23-1978432	122052	Lancaster
CONRAD OFFICE PRODUCTS	GESTETNER	1610 WEST GRANDVIEW	ERIE	PA	16509	SHAWN CONRAD	814 865-8088	814 868-7525	25-1537054	178157	Crawford, Erie, Warren
EXCEL DOCUMENT SOLUTIONS	GESTETNER	666-668 DAVISVILLE ROAD	WILLOW GROVE	PA	19090	BOB NIERADKA	267 508-0030	267 508-0044	83-0341224	186414	Bucks, Delaware, Montgomery, Philadelphia
FORD BUSINESS MACHINES	GESTETNER	28 LADY'S LANE	UNIONTOWN	PA	15401	JOHN GARLOW	724 437-4050	724 437-1214	25-1666683	153269	Allegheny, Armstrong, Butler, Fayette, Greene, Indiana, Washington, Westmoreland
KARPINSKI'S OFFICE SYSTEMS	GESTETNER	278 US ROUTE #6 WEST	COUDERSPORT	PA	16749	LISA KARPINSKI	814-274-4955	814-274-4966	25-1870299		McKean, Potter
ROTHWELL DOCUMENT SOLUTIONS	GESTETNER	204 WEST MARKET STREET	WEST CHESTER	PA	19362	JOHN ROTHWELL	610 696-1290	610 696-1745	23-2388349	127528	Chester
TOPP BUSINESS SOLUTIONS	GESTETNER	1110 SAGINAW STREET	SCRANTON	PA	18505	PAUL FALZETT	570 344-9611	570 344-5227	23-1977430	122040	Bradford, Carbon, Centre, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming
ADVANCED OFFICE SYSTEMS, INC.	LANIER	5 NORTHEMAPLE AVE	GREENSBURG	PA	15601	BOB HEFFELFINGER	814-266-9531	814-266-4071	25-1429886	148671	Bedford, Blair, Cambria, Clarion, Clearfield, Elk, Fayette, Forest, Franklin, Fulton, Huntingtin, Indiana, Jefferson, McKean, Somerset, Warren
ADVANCED OFFICE SYSTEMS, INC.	LANIER	2441 BEDFORD STREET	JOHNSTOWN	PA	15904	BOB HEFFELFINGER	724-216-9028	724-216-9031	25-1429886	148671	Bedford, Blair, Cambria, Clarion, Clearfield, Elk, Fayette, Forest, Franklin, Fulton, Huntingtin, Indiana, Jefferson, McKean, Somerset, Warren
ELECTRONIC BUSINESS PRODUCTS	LANIER	1805 VESTAL PARKWAY	VESTAL	NY	13851	JERRY SEBECK	800-333-0737 ext206	607-786-6275	14-1640393		Bradford, Sullivan, Susquehanna, Tioga, Wayne, Wyoming
KEYSTONE BUSINESS PRODUCTS, INC	LANIER	2298 BROADHEAD ROAD	BETHLEHEM	PA	18017	JOE TOMARO	800-344-4449 ext17	610-974-9641	23-2227651		Berks, Cameron, Carbon, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Schuylkill, Snyder, Union
LANIER WORLDWIDE, INC.	LANIER	VALLEY FORGE CORP. CTR, 1010 ADAMS AVE	AUDUBON	PA	19403	BOB REICHARDT	800-999-3335 ext266	717-763-8455	59-2606737	169071-001	Adams, Centre, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Perry
LANIER WORLDWIDE, INC.	LANIER	3903 HARTZDALE DRIVE, SUITE 300	CAMP HILL	PA	17011	BOB REICHARDT	800-999-3335 ext 266	412-757-8943	59-2606737	169071-001	Allegheny, Beaver, Butler, Crawford, Erie, Greene, Lawrence, Mercer, Venango, Washington, Westmoreland
LANIER WORLDWIDE, INC.	LANIER	131 CONTINENTAL DRIVE, SUITE 109	NEWARK	DE	19713	BOB REICHARDT	800-999-3335 ext266	610-650-0549	59-2606737	169071-001	Bucks, Chester, Montgomery, Philadelphia
LANIER WORLDWIDE, INC.	LANIER	1000 OMEGA DRIVE SUITE 1170	PITTSBURGH	PA	15205	BOB REICHARDT	800-999-3335 ext266	302-737-9878	59-2606737	160071-001	Delaware

Contract Reference Number: 3610-08  
SAP Contract Number: 4600010947  
Change Number: 3  
Change Effective Date: 3/6/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher  
**Contract Period:** Beginning August 1, 2006 and Ending July 31, 2008  
**Commodity Specialist Name:** Karen Rhinehart 717-346-8177

**CHANGE SUMMARY:\**

Pursuant to the substitution clause of the contract, IMB models 2090 and 2105 have been discontinued. These units are being replaced with models 2190 and 2210.

**Allegro Business Systems** has supplied a new price list for the new models dated/effective 2/23/2007. Orders for the new models can be placed now. The new models will begin to ship March 30, 2007

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

Contract Reference Number: 3610-08  
SAP Contract Number: 4600010947  
Change Number: 4  
Change Effective Date: 5/01/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher  
**Contract Period:** Beginning August 1, 2006 and Ending July 31, 2008  
**Commodity Specialist Name:** Karen Rhinehart 717-346-8177

**CHANGE SUMMARY:\**

Pursuant to the substitution clause of the contract, IMB models 2090ES and 2105ES have been discontinued. These units are being replaced with models 2109 and 2210 and 2235.

**Allegro Business Systems** has supplied a new price list for the new models dated/effective 5/1/2007. Orders for the new models can be placed now.

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

# IBM Printing Systems - 2190, 2210, 2235 Reference Maintenance Price Guide

## [Infoprint 2190, Infoprint 2210, Infoprint 2235 - Maintenance](#)

Machine Name- Warranty Info	Machine Type	Model	Type of Maintenance Service	Level of Service	SERVICE PAC Electronic Part #	Base Maint. (List Price) monthly for Legacy/ESA 1 time charge for SPac	Usage (List Price)	Discounted Monthly Usage Rate	5 Year MRSO Discount	5 Year System CSO Discount	5 Year Network CSO Discount
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<b>Infoprint 2190/2210/2235</b>	2707	All	ESA	9x5 Next Day On- Site Repair (IOR)	N/A	\$705.00	0.0057	N/A	N/A	N/A	N/A
<b>3 months 9x5 Next Day On-Site Repair (IOR)</b>	2707	All	ESA	9x5 Same Day On- Site Repair (IOR)	N/A	\$775.00	0.0057	N/A	N/A	N/A	N/A
	2707	All	ESA	24x7 Same Day On- Site Repair (IOR)	N/A	\$845.00	0.0057	N/A	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	1 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8098	\$6,275	0.0057	0.0057	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	2 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8099	\$14,180	0.0057	0.0056	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	3 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8100	\$20,988	0.0057	0.0055	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	4 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8101	\$27,038	0.0057	0.0054	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	5 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8102	\$31,737	0.0057	0.0052	N/A	N/A	N/A
	2707	All	Service Pac In Warranty	5 Yr. 9x5 Next Day On-Site Repair (IOR)	44J8102	\$31,737	0.0057	0.0052	N/A	N/A	N/A

2707	All	Service Pac In Warranty	1 Yr. 9x5 Same Day On-Site Repair (IOR)	44J8103	\$7,107	0.0057	0.0057	N/A	N/A	N/A
2707	All	Service Pac In Warranty	2 Yr. 9x5 Same Day On-Site Repair (IOR)	44J8104	\$15,792	0.0057	0.0056	N/A	N/A	N/A
2707	All	Service Pac In Warranty	3 Yr. 9x5 Same Day On-Site Repair (IOR)	44J8105	\$23,265	0.0057	0.0055	N/A	N/A	N/A
2707	All	Service Pac In Warranty	4 Yr. 9x5 Same Day On-Site Repair (IOR)	44J8106	\$29,906	0.0057	0.0054	N/A	N/A	N/A
2707	All	Service Pac In Warranty	5 Yr. 9x5 Same Day On-Site Repair (IOR)	44J8107	\$35,059	0.0057	0.0052	N/A	N/A	N/A
2707	All	Service Pac In Warranty	1 Yr. 24x7 Same Day On-Site Repair (IOR)	44J8108	\$7,939	0.0057	0.0057	N/A	N/A	N/A
2707	All	Service Pac In Warranty	2 Yr. 24x7 Same Day On-Site Repair (IOR)	44J8109	\$17,404	0.0057	0.0056	N/A	N/A	N/A
2707	All	Service Pac In Warranty	3 Yr. 24x7 Same Day On-Site Repair (IOR)	44J8110	\$25,542	0.0057	0.0055	N/A	N/A	N/A
2707	All	Service Pac In Warranty	4 Yr. 24x7 Same Day On-Site Repair (IOR)	44J8111	\$32,774	0.0057	0.0054	N/A	N/A	N/A
2707	All	Service Pac In Warranty	5 Yr. 24x7 Same Day On-Site Repair (IOR)	44J8331	\$38,382	0.0057	0.0052	N/A	N/A	N/A
2707	All	Post- Warranty ServicePacs	1 Year IOR 9x5ND	44J8332	\$8,366	0.0057	0.0057	N/A	N/A	N/A
2707	All	Post- Warranty ServicePacs	2 Year IOR 9x5ND	44J8333	\$16,206	0.0057	0.0056	N/A	N/A	N/A
2707	All	Post- Warranty ServicePacs	1 Year IOR 9x5 SD	44J8334	\$9,198	0.0057	0.0057	N/A	N/A	N/A

2707	All	Post-Warranty ServicePacs	2 Year IOR 9x5 SD	44J8335	\$17,818	0.0057	0.0056	N/A	N/A	N/A
2707	All	Post-Warranty ServicePacs	1 Year IOR 24x7SD	44J8336	\$10,030	0.0057	0.0057	N/A	N/A	N/A
2707	All	Post-Warranty ServicePacs	2 Year IOR 24x7SD	44J8337	\$19,429	0.0057	0.0056	N/A	N/A	N/A

## IBM Printing Systems - 2190, 2210, 2235 Reference Price Guide

### [Infoprint 2190, Infoprint 2210, Infoprint 2235](#)

Up to 90, 105, 135 Impressions/Minute (8.5") duplex,

Max 1,200,000 (IP 2190), 1,500,000 (IP 2210) and 1,900,000 (IP2235) Impressions per Month

Cut Sheet, Duplex, Copier Capabilities

Mandatory Customer Engineer Installation - Chargeable

<u>Models/Features/Description</u>	<u>Mach/Type - F/C</u>	<u>List Price</u>
Infoprint 2190	2707-001	\$37,999
Infoprint 2210	2707-002	54,250
Infoprint 2235	2707-003	66,900
<b><u>Mandatory Features:</u></b>		
3,000 Sheet Finisher	4610	1,680
Installation Services	4900	580
<b><u>Plant Installed:</u></b>		
Copy connect Kit	4150	800
Gigabit Ethernet	4180	1,680
Large paper Size Tray 1 Kit	4500	1,740
Multi-Bypass Tray	4502	1,680
Letter High Capacity Feeder	4520	4,980
Ledger High Capacity Feeder	4522	9,390
A4 High Capacity Feeder	4524	4,980
A3 High Capacity Feeder	4527	9,390
Z-Fold Unit	4530	9,050
Two Tray Cover Interposer	4600	4,050
Saddlestitch Booklet Maker	4612	8,530
2/3 Punch Unit	4620	1,050
2/4 Punch Unit	4622	1,050
4 Hole Punch Unit	4624	1,210
Copy Data Security Unit	4730	870
Data Overwrite Security Unit	4732	460
File format Converter	4734	720
PostScript	4820	2,640
IPDS, not available on Model 003	4822	6,840
Anti-Condensation Kit	4920	1,300
Relocation Kit - Printer	4050	758
Relocation Kit - A4 HCF	4051	347
Relocation Kit - Finisher	4052	347
Relocation Kit - Saddlestitch	4053	347
Relocation Kit - Cover Interposer	4054	347
Relocation Kit - A3 High Capacity Feeder	4055	347
Relocation Kit - Z-Folder	4056	347

**Field Installed:**

Copy connect Kit	4151	2,210
Gigabit Ethernet	4181	1,110
Large paper Size Tray 1 Kit	4501	2,270
Multi-Bypass Tray	4503	2,210
Letter High Capacity Feeder	4521	5,500
Ledger High Capacity Feeder	4523	9,910
A4 High Capacity Feeder	4525	5,500
A3 High Capacity Feeder	4528	9,910
Z-Fold Unit	4531	9,580
Two Tray Cover Interposer	4601	4,580
Saddlestitch Booklet Maker	4613	9,050
2/3 Punch Unit	4621	1,580
2/4 Punch Unit	4623	1,580
4 Hole Punch Unit	4625	1,740
Copy Data Security Unit	4731	1,400
Data Overwrite Security Unite	4733	990
File format Converter	4735	1,250
PostScript	4821	3,170
IPDS, not available on Model 003	4823	7370
Anti-Condensation Kit	4921	1,830

Warranty - 3 Months, IOR 5x9 ND

Contract Reference Number: 3610-08  
SAP Contract Number: 4600010944/4600010945  
Change Number: 5  
Change Effective Date: 5/17/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher  
**Contract Period:** Beginning August 1, 2006 and Ending July 31, 2008  
**Commodity Specialist Name:** Karen Rhinehart 717-346-8177

**CHANGE SUMMARY:**

When using IKON as a distributor/reseller for RICOH equipment please use/reference contract 4600010945 when creating your Purchase Order.

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

Contract Reference Number: 3610-08  
Collective No: CN00023087  
Change Number: 6  
Change Effective Date: 08/01/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publishing Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr/717-346-7097**

**COMMODITY SPECIALIST NAME CHANGE:**

The new commodity specialist for this contract is Jennifer Carr, Telephone 717-346-7097.

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

Contract Reference Number: 3610-08  
Collective No : CN00023087  
Change Number : 7  
Change Effective Date : 08/15/2007

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publishing Equipment  
**Contract Period:** Beginning August 1, 2007 and Ending July 31, 2008  
**Commodity Specialist Name:** Jennifer Carr 717-346-7097

**CHANGE SUMMARY:**

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

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

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

Contract Reference Number: 3610-08  
Collective No: CN00023087  
SAP No. 4600010941  
Change Number: 8  
Change Effective Date: 10/24/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publishing Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr/717-346-7097**

**CHANGE SUMMARY:**

The following contractor has supplied the Department of General Services with changes to the contract to reflect either discontinued products, new products or new price lists.

**Xerox Corporation (SAP 4600010941)**, use Xerox Digital Production Publisher price list update, dated October 23, 2007.

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

Contract Number: 3610-08  
Collective No: CN00023087  
Change Number: 9  
Change Effective Date : 10/31/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publishing Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr (717) 346-7097**

CHANGE SUMMARY:

**In accordance with the update option, Oce Imagistics has supplied the Department of General Services with changes to the contract to reflect either discontinued products, new products and new price lists.**

**Oce Imagistics, (SAP 4600010938)**, use Oce Commercial Price Book dated October 10, 2007. The following models have been added to the contract: VarioPrint 6000 Series, DS60 Document Scanners, CS620E/CS650P Print Machines, and EFI Balance Professional Servers. Models OP1030/1040 have been discontinued.

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

Contract Number: 3610-08  
Collective No: CN00023087  
Change Number: 10  
Change Effective Date : 11/21/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publishing Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr (717) 346-7097**

CHANGE SUMMARY:

Please be advised that this contract is subject to the IT Procurement Review Process. Details about this process and a listing of exemptions can be found at the following link:

[http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=200500&mode=2&contentid=http://ENCTCAPP099:7087/publishedcontent/publish/cop\\_general\\_government\\_operations/oa\\_portal/omd/p\\_and\\_p/itbs/domains/project\\_management/itbs/itb\\_epm003.html](http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=200500&mode=2&contentid=http://ENCTCAPP099:7087/publishedcontent/publish/cop_general_government_operations/oa_portal/omd/p_and_p/itbs/domains/project_management/itbs/itb_epm003.html)

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

Contract Reference No: 3610-08  
CN No. CN00023087  
SRM/SAP No. 4600010942  
Change Number: 11  
Change Effective Date : 11/30/2007

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publisher Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr – (717) 346-7097**

CHANGE SUMMARY:

Change contact person for **DANKA OFFICE IMAGING (SAP 4600010942)** to:

**Jonathon S. Bass**  
**(609) 495-9331**  
**email: Jonathon\_S\_Bass@danka.com**

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

Contract Reference No: 3610-08  
CN No. CN00023087  
SRM/SAP No. 4600010942  
Change Number: 12  
Change Effective Date : 1/11/2008

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: **All Using Agencies of the Commonwealth**  
Subject: **Digital Production Publisher Equipment**  
Contract Period: **Beginning August 1, 2006 and Ending July 31, 2008**  
Buyer Name: **Jennifer Carr – (717) 346-7097**

CHANGE SUMMARY:

Change contact person for **DANKA OFFICE IMAGING (SAP 4600010942)** to:

**Penn Reagan**  
**(610) 290-1323 or (856) 304-6824 (cell)**  
**email: Penn\_Reagan@Danka.com**

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

Contract Reference Number: 3610-08  
SRM/SAP Contract Number: 4400001193  
Change Number: 13  
Change Effective Date: 02/21/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher Equipment  
**Contract Period:** Beginning 8/1/06 and Ending 7/31/08  
**Commodity Specialist Name:** **Jennifer Carr/717-346-7097**

**CHANGE SUMMARY:**

Effective immediately, please use SRM statewide distributor/reseller hierarchical supply contract 4400001193 in place of SAP contract 4600010947. Please refer to the attachments in the documents field of contract 4400001193 for information on how to process any payment assignments. Children contracts 4400001194 and 4400001195 have been created in order to accommodate these payment assignment requests. **It will be necessary to create new purchase orders in SRM in place of all existing SAP purchase orders using effective date 02/21/2008. However, prior to canceling any current purchase orders, please make sure that all outstanding payments have been made.**

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

Contract Reference Number: 3610-08  
SRM/SAP Contract Numbers: 4600010939  
Change Number: 14  
Change Effective Date: 02/26/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher Equipment  
**Contract Period:** Beginning 8/1/06 and Ending 7/31/08  
**Commodity Specialist Name:** **Jennifer Carr/717-346-7097**

**CHANGE SUMMARY:**

There is a new contact information for **Konica Minolta Business Solutions, Inc. (SAP 4600010939)**. Listed below is the updated information.

**Richard Fleck, Branch Sales Manager**  
**Konica Minolta Business Solutions, Inc. – SAP 4600010939**  
**4999 Louise Drive, Suite 305**  
**Mechanicsburg, PA 17055**  
**(717) 766-9666 ext. 3201**  
**email: rfleck@kmbs.konicaminolta.us**

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

Contract Reference Number: 3610-08  
Collective No: CN00023087  
Change Number: 15  
Change Effective Date: 03/08/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher Equipment  
**Contract Period:** Beginning 8/1/06 and Ending 7/31/08  
**Commodity Specialist Name:** **Jennifer Carr/717-346-7097**

**CHANGE SUMMARY:**

Effective immediately Change Notice #7 has been rescinded from the contract. Contract 4400000631 will no longer be in effect for any on-going Digital Production Publishing equipment needs.

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

Contract Reference Number: 3610-08  
Collective No: CN00023087  
Change Number: 16  
Change Effective Date: 03/26/2008

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

**For:** All using Agencies of the Commonwealth  
**Subject:** Digital Production Publisher Equipment  
**Contract Period:** Beginning 8/1/06 and Ending 7/31/08  
**Commodity Specialist Name:** **Jennifer Carr/717-346-7097**

**CHANGE SUMMARY:**

There has been a change of address for Xerox Corporation, Vendor No. 104274, SAP Contract 4600010941. Listed below is the updated information:

**Xerox Corporation  
651 East Park Drive  
Harrisburg, PA 17111  
(717) 558-4872**

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