

## STATE TERM CONTRACT

**THIS CONTRACT** ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and Harris, Mackessy & Brennan, Inc ("Contractor"), with offices at 570 Polaris Parkway, Ste 125, Westerville, Ohio, 43082.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until October 10, 2016. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

#### 2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
- X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;  
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

STS Price List - HMB Renewal.xls

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

**2.6 Invoice Requirements.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

**2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

**2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

**2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

**2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

**2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

**2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

- 2.13 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### **3 - CONTRACT ADMINISTRATION**

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

- 3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.
- 3.9 INDEPENDENT STATUS.** The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.
- 3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:
- (a) All locations where any services will be performed;
  - (b) All locations where any State data applicable to the Contract will be maintained or made available; and
  - (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

#### 4 - DELIVERY AND ACCEPTANCE

- 4.1 ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.
- 4.3 DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

#### 5 - INTELLECTUAL PROPERTY

- 5.1 COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

**5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than



injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

## **6 – TRANSACTION REPORTING**

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## **7 - WARRANTIES AND LIABILITIES**

- 7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in

accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associated with fixing, replacing, or returning any defective equipment.

- 7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

- 7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## **8 - MAINTENANCE**

- 8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a

commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

**8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

**8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

**8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these

requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

- 8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

## **9 - ASSIGNMENT AND SUBCONTRACTING**

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

## **10 - CONSTRUCTION**

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 AMENDMENTS - WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.

- 10.5 **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 **CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 **NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 **CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 **PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

## 11 - LAW AND COURTS

- 11.1 **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 **DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance

of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

- 11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF STATE PURCHASING

BY:

Mark J. Bury

BY:

Robert Blair /gp  
ROBERT BLAIR, DIRECTOR,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE:

5/14/2013

DATE:

5-28-13

## **Exhibit I**

See attached pricelist: STS Price List - HMB Renewal.xls



| Product Name                    | Manufacturer                     | Manufacturer Part No | Description  | Unit of Measure | State Price |
|---------------------------------|----------------------------------|----------------------|--|-----------------|-------------|
| JUNIOR CONSULTANT               | HARRIS, MACKESSY & BRENNAN, INC. | JR CON               | Junior Consultant  | HR              | \$34.33     |
| CONSULTANT I                    | HARRIS, MACKESSY & BRENNAN, INC. | CON I                | Consultant I   | HR              | \$68.68     |
| CONSULTANT II                   | HARRIS, MACKESSY & BRENNAN, INC. | CON II               | Consultant II  | HR              | \$78.91     |
| SENIOR CONSULTANT I             | HARRIS, MACKESSY & BRENNAN, INC. | SNR CON I            | Senior Consultant I  | HR              | \$91.57     |
| SENIOR CONSULTANT II            | HARRIS, MACKESSY & BRENNAN, INC. | SNR CON II           | Senior Consultant II   | HR              | \$103.00    |
| MANAGER                         | HARRIS, MACKESSY & BRENNAN, INC. | MANAGER              | Manager  | HR              | \$125.89    |
| PARTNER                         | HARRIS, MACKESSY & BRENNAN, INC. | PARTNER              | Partner  | HR              | \$171.68    |
| INSTALLATION SERVICES           | HARRIS, MACKESSY & BRENNAN, INC. | INSTALL              | Captrix Rightfax, Workflow and/or Alchemy on-site, installation services. Daily rate.  | DA              | \$2,500.00  |
| ERGOTRON SUPPORT - 1 YEAR       | HARRIS, MACKESSY & BRENNAN, INC. | ERGOTRON-SUPPORT     | 1 Year Next Business Day Support for Ergotron Equipment - includes Lead Acid Powered Carts, Lithium Powered Carts, Non Powered Carts and Wallmount Units. Support Options include Point of Sale and Post Sale warranty. Optional equipment to be covered | EA              | \$750.00    |
| CANON DR-2580C SCANNER          | CANON                            | 0080B002             | Canon DR-2580C Scanner, 25 ppm/50 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.  | EA              | \$768.75    |
| CANON DR-2050C SCANNER          | CANON                            | 0433B002             | Canon DR-2050C Scanner, 20 ppm/ 40 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$527.28    |
| CANON CR-55 SCANNER             | CANON                            | 0433B008             | Canon CR-55 Scanner, 55 cpm, 50 ADF Capacity, Color, USB.  | EA              | \$832.55    |
| CANON DR-7580 SCANNER           | CANON                            | 0640B002             | Canon DR-7580 Scanner, 75 ppm/ 150 ipm, Simplex/ Duplex, Bitonal, USB/SCSI, ADF.   | EA              | \$4,535.14  |
| CANON DR-1210C SCANNER          | CANON                            | 1211B002             | Canon DR-1210C Scanner, 12 ppm, Simplex, Bitonal/Color, ADF / Flatbed, USB.  | EA              | \$408.29    |
| CANON DR-4010C SCANNER          | CANON                            | 1321B002             | Canon DR-4010C Scanner, 40 PPM, Duplex, Bitonal/Color, ADF, USB.   | EA              | \$2,231.73  |
| CANON DR-2050SP SCANNER         | CANON                            | 2099B002             | Canon DR-2050SP Scanner, 20 ppm / 40 ipm, Simplex / Duplex, Bitonal / Color, ADF, USB with Scan-to-Projector Functionality.  | EA              | \$611.27    |
| CANON SCANFRONT 220 ADF SCANNER | CANON                            | 2263B002             | Canon SCANFRONT 220 ADF Scanner, 26 ppm/35 ipm, Simplex/Duplex, Bitonal/Color, 8.5" Touch Panel LCD, (No Fingerprint Security Sensor), USB 2.0, 50 page ADF.   | EA              | \$1,598.17  |
| CANON CR-25 SCANNER             | CANON                            | 2267B002             | Canon CR-25 Scanner, 25 cpm, 50 ADF Capacity, Color, Pre-Scan Imprinter, USB.  | EA              | \$670.25    |
| CANON SCANFRONT 220P SCANNER    | CANON                            | 2338B002             | Canon SCANFRONT 220P Scanner, 26 ppm/35 ipm, Simplex/Duplex, Bitonal/Color, 8.5" Touch Panel LCD, Fingerprint Security Sensor, USB 2.0, 50 page ADF.   | EA              | \$1,695.65  |
| CANON DR-X10C SCANNER           | CANON                            | 2417B002             | Canon DR-X10C High Volume Scanner, 128ppm, 256 ipm Duplex Color.   | EA              | \$16,090.90 |
| CANON DR-2010C SCANNER          | CANON                            | 2454B002             | Canon DR2010C Scanner, 20ppm/40ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$506.28    |
| CANON DR-2510C SCANNER          | CANON                            | 2455B002             | Canon DR2510C Scanner, 25ppm/50 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.  | EA              | \$696.42    |

| Product Name                         | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|--------------------------------------|--------------|----------------------|---|-----------------|-------------|
| CANON DR-3010C SCANNER               | CANON        | 3093B002             | Canon DR-3010C Scanner, 40PPM/80IPM, Simplex/Duplex, Bitonal/Color, ADF, USB, Bundled with Kofax VRS 4.2 Basic, CaptureOnTouch, Adobe Acrobat, NewSoft Presto! BizCard, Nuance OmniPage and PaperPort.  | EA              | \$805.54    |
| CANON DR-7090C SCANNER               | CANON        | 3200B002             | Canon DR-7090C Scanner, Flatbed with ADF, 70 ppm/88 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$4,673.85  |
| CANON DR-9050C SCANNER               | CANON        | 3622B002             | Canon DR-9050C Scanner, 90ppm/180ipm, Duplex, Bitonal, Color.   | EA              | \$6,299.90  |
| CANON DR-7550C SCANNER               | CANON        | 3623B002             | Canon DR-7550C Scanner, 75ppm/150ipm, Duplex, Bitonal, Color.   | EA              | \$4,515.55  |
| CANON DR-6050C SCANNER               | CANON        | 3624B002             | Canon DR-6050C Scanner, 60ppm/120ipm, Duplex, Bitonal, Color.   | EA              | \$3,985.50  |
| CANON DR-6010C SCANNER               | CANON        | 3801B002             | Canon DR-6010C Scanner, 60ppm/120ipm, Duplex, Bitonal, Color.   | EA              | \$2,290.55  |
| CANON DR-2020U SCANNER               | CANON        | 3923B002             | Canon DR2020U Scanner, 20ppm, 40ipm, ADF, Flatbed, USB, simplex, duplex, color, bitonal.  | EA              | \$637.95    |
| CANON P-150 PORTABLE SCANNER         | CANON        | 4081B007             | Canon P-150 Portable Scanner, 15ppm, 20 page ADF, USB.  | EA              | \$290.50    |
| CANON SCANFRONT 300 NETWORK SCANNER  | CANON        | 4574B002             | Canon Scanfront 300 Network Scanner, 30ppm/60ipm, Simplex, Duplex, Bitonal/Color, 8.5" Touch Panel LCD, Fingerprinting Sensor, USB 2.0, 50 page ADF.  | EA              | \$1,755.65  |
| CANON SCANFRONT 300P NETWORK SCANNER | CANON        | 4575B002             | Canon DR-6030C Scanner, 80ppm/160ipm, Duplex, Bitonal/Color, VRS 4.2 Basic.   | EA              | \$3,029.60  |
| CANON DR-6030C SCANNER               | CANON        | 4624B002             | Canon DR-C125 Scanner, 25ppm/50ipm, Duplex, B&W, Color, ADF, USB.   | EA              | \$464.00    |
| CANON DR-C125 SCANNER                | CANON        | 5005B002             |   | EA              |             |
| CANON DR-M140 SCANNER                | CANON        | 5482B002             | Canon DR-M140 Scanner, 40ppm/80ipm, simplex, duplex, B&W, Color, ADF, USB 2.0. Bundled with Kofax VRS 4.5 Basic.  | EA              | \$1,150.50  |
| CANON DR-M160 SCANNER                | CANON        | 5483B002             | Canon DR-M160 Scanner, 60ppm/120ipm, Duplex, B&W, Color, ADF, USB. Bundled with Kofax VRS 4.5 Basic.  | EA              | \$931.50    |
| CANON DR-G1130 SCANNER               | CANON        | 8073B002             | Canon DR-G1130 Scanner, 100ppm/200ipm, Duplex, Bitonal, Color, Bundled with Kofax VRS 4.5 Basic.  | EA              | \$6,299.90  |
| CANON DR-G1100 SCANNER               | CANON        | 8074B002             | Canon DR-G1100 Scanner, 100ppm/200ipm, Duplex, Bitonal, Color, Bundled with Kofax VRS 4.5 Basic.  | EA              | \$4,515.55  |
| CANON DR-9080C SCANNER               | CANON        | 8926A002             | Canon DR-9080C Scanner, 90 ppm/180 ipm, Duplex, Bitonal/Color, ADF, SCSI/USB.   | EA              | \$6,345.95  |
| CANON DR-7080C SCANNER               | CANON        | 9150A002             | Canon DR-7080C Scanner, 70 ppm/136 ipm, Duplex, Bitonal/Color, ADF, SCSI/USB.   | EA              | \$4,338.45  |
| CANON DR-3080CII SCANNER             | CANON        | 9673A002             | Canon DR-3080CII Scanner, 30 ppm/60 ipm, Duplex, Bitonal/Color, ADF, SCSI/USB.  | EA              | \$2,090.09  |
| CANON DR-5010C SCANNER               | CANON        | 9842A002             | Canon DR-5010C Scanner, 50 ppm/100 ipm, Simplex/Duplex, Bitonal/Color, USB/SCSI, ADF.   | EA              | \$3,105.21  |
| SINGLE EVENT PM LOW VOL SCANNERS     | FUJITSU      | CG01000-496301       | Single Event PM Low Vol Scanner fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$904.46    |
| SINGLE EVENT PM LOW VOL SCANNERS     | FUJITSU      | CG01000-496401       | Single Event PM Low Vol Scanners SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.  | EA              | \$476.03    |
| SCANNER INSTALLATION                 | FUJITSU      | CG01000-502901       | Scanner Installation SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800. | EA              | \$428.43    |

| Product Name                             | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|--|--------------|----------------------|---|-----------------|-------------|
| SCANNER TRAINING                         | FUJITSU      | CG01000-503001       | Scanner Training SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650C Series, fi-5750C Series, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800. | EA              | \$428.43    |
| WORKGROUP ADV EXCHANGE IN-WARRANTY       | FUJITSU      | CG01000-514501       | Workgroup Advance Exchange In-Warranty, NBD Unit Exchange ScanSnap fi-5110EOX Series, fi-5110C, fi-4010CU, S500, fi-5015C   | EA              | \$56.17     |
| WORKGROUP ADV EXCHANGE POST-WARRANTY     | FUJITSU      | CG01000-514601       | Workgroup Advance Exchange Plus Post-Warranty, NBD Unit Exchange 5110EOX, fi-5110C, fi-4010CU, fi-4120C, fi-4220C, fi-5120C, fi-5220C, SP51C, SP620C, fi-4110CU, S500, fi-5015C, fi-5000N, fi-6130, fi-6230, fi-6140, fi-6240.                      | EA              | \$151.38    |
| WORKGROUP DEPOT POST-WARRANTY            | FUJITSU      | CG01000-514701       | Workgroup Depot Plus Post-Warranty, 5-day Unit Repair & Return 5110EOX, fi-5110C, fi-4010CU, fi-4120C, fi-4220C, fi-5120C, fi-5220C, SP51C, SP620C, fi-4110CU, S500, fi-5015C, fi-5000N, fi-6130, fi-6230, fi-6140, fi-6240.                        | EA              | \$151.38    |
| WORKGROUP ADV EXCHANGE POST-WAR AT POS   | FUJITSU      | CG01000-514801       | Workgroup Advance Exchange Plus Post-Warranty at Point of Sale, NBD Unit Exchange 5110EOX, fi-5110C, fi-4010CU, fi-4120C, fi-4220C, fi-5120C, fi-5220C, SP51C, SP620C, fi-4110CU, S500, fi-5015C, fi-5000N, fi-6130, fi-6230, fi-6140, fi-6240.     | EA              | \$94.25     |
| WORKGROUP DEPOT POST-WARRANTY AT POS     | FUJITSU      | CG01000-514901       | Workgroup Depot Plus Post-Warranty at Point of Sale, 5-day Unit Repair & Return 5110EOX, fi-5110C, fi-4010CU, fi-4120C, fi-4220C, fi-5120C, fi-5220C, SP51C, SP620C, fi-4110CU, S500, fi-5015C, fi-5000N, fi-6130, fi-6230, fi-6140, fi-6240.       | EA              | \$94.25     |
| DEPARTMENTAL BASIC IN WARRANTY           | FUJITSU      | CG01000-515001       | Departmental Basic In Warranty, NBD, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$661.68    |
| DEPARTMENTAL BASIC IN WARRANTY           | FUJITSU      | CG01000-515101       | Departmental Basic In Warranty, 4 Hr, SP93GX, fi-4340C, fi-4530C, fi-5530C, M3093 EX/GX/DE/DG, M3096EX/GX.  | EA              | \$1,042.51  |
| DEPARTMENTAL SCANCARE IN WARRANTY        | FUJITSU      | CG01000-515201       | Departmental ScanCare In Warranty, NBD, 1PM, Consumables, Training, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.  | EA              | \$1,137.72  |
| DEPARTMENTAL SCANCARE IN WARRANTY        | FUJITSU      | CG01000-515301       | Departmental ScanCare In Warranty, 4 Hr, 1PM, Consumables, Training, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$1,518.54  |
| DEPARTMENTAL BASIC PLUS POST WARRANTY    | FUJITSU      | CG01000-515401       | Departmental Basic Plus Post Warranty, NBD, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.  | EA              | \$852.10    |
| DEPARTMENTAL BASIC PLUS POST WARRANTY    | FUJITSU      | CG01000-515501       | Departmental Basic Plus Post Warranty, 4 Hr, SP93GX, fi-4340C, fi-4530C, fi-5530C, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$1,232.92  |
| DEPARTMENTAL SCANCARE PLUS POST WARRANTY | FUJITSU      | CG01000-515601       | Departmental ScanCare Plus Post Warranty, NBD, 1PM, Consumables, Training, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$1,328.13  |
| DEPARTMENTAL SCANCARE PLUS POST WARRANTY | FUJITSU      | CG01000-515701       | Departmental ScanCare Plus Post Warranty, 4 Hr, 1PM, Consumables, Training, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.  | EA              | \$1,708.95  |
| DEPARTMENTAL ADV EXCHANGE IN-WARRANTY    | FUJITSU      | CG01000-515801       | Departmental Advance Exchange In-Warranty, NBD Unit Exchange SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$566.48    |
| DEPARTMENTAL DEPOT IN-WARRANTY           | FUJITSU      | CG01000-515901       | Departmental Depot In-Warranty, 5-day Unit Repair & Return SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX.   | EA              | \$566.48    |

| Product Name                            | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|---|--------------|----------------------|--|-----------------|-------------|
| DEPARTMENTAL ADV EXCHANGE POST-WARRANTY | FUJITSU      | CG01000-516001       | Departmental Advance Exchange Plus Post-Warranty, NBD Unit Exchange SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX                                | EA              | \$661.68    |
| DEPARTMENTAL DEPOT POST-WARRANTY        | FUJITSU      | CG01000-516101       | Departmental Depot Plus Post-Warranty, 5-day Unit Repair & Return SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX                                  | EA              | \$661.68    |
| DEPARTMENTAL CO-TERM                    | FUJITSU      | CG01000-516201       | Departmental Co-Term, 1-month, SP93GX, fi-4340C, fi-4530C, fi-5530C, fi-4640S, M3093 EX/GX/DE/DG, M3096EX/GX   | EA              | \$71.40     |
| LOW-VOLUME BASIC IN WARRANTY            | FUJITSU      | CG01000-516301       | Low-Volume Basic In Warranty, NBD, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.  | EA              | \$1,042.51  |
| LOW-VOLUME BASIC IN WARRANTY            | FUJITSU      | CG01000-516401       | Low-Volume Basic In Warranty, 4 Hr, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.   | EA              | \$1,518.54  |
| LOW-VOLUME SCANCARE IN WARRANTY         | FUJITSU      | CG01000-516501       | Low-Volume ScanCare In Warranty, NBD, 2PM's, Consumables, Training, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.               | EA              | \$1,518.54  |
| LOW-VOLUME SCANCARE IN WARRANTY         | FUJITSU      | CG01000-516601       | Low-Volume ScanCare In Warranty, 4 Hr, 2PM's, Consumables, Training, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.              | EA              | \$1,994.57  |
| LOW-VOLUME BASIC PLUS POST WARRANTY     | FUJITSU      | CG01000-516701       | Low-Volume Basic Plus Post Warranty, NBD, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.   | EA              | \$1,137.72  |
| LOW-VOLUME BASIC PLUS POST WARRANTY     | FUJITSU      | CG01000-516801       | Low-Volume Basic Plus Post Warranty, 4 Hr, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.  | EA              | \$1,613.75  |
| LOW-VOLUME SCANCARE PLUS POST WARRANTY  | FUJITSU      | CG01000-516901       | Low-Volume ScanCare Plus Post Warranty, NBD, 2PM's, Consumables, Training, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.        | EA              | \$1,708.95  |
| LOW-VOLUME SCANCARE PLUS POST WARRANTY  | FUJITSU      | CG01000-517001       | Low-Volume ScanCare Plus Post Warranty, 4 Hr, 2PM's, Consumables, Training, M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.       | EA              | \$2,184.99  |
| LOW-VOLUME ADV EXCHANGE IN-WARRANTY     | FUJITSU      | CG01000-517101       | Low-Volume Advance Exchange In-Warranty (excl fi-5750C), NBD Unit Exchange M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.        | EA              | \$756.89    |
| LOW-VOLUME DEPOT IN-WARRANTY            | FUJITSU      | CG01000-517201       | Low-Volume Depot In-Warranty, 5-day Unit Repair & Return M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-6670, fi-6770.  | EA              | \$756.89    |
| LOW-VOLUME ADV EXCHANGE POST-WARRANTY   | FUJITSU      | CG01000-517301       | Low-Volume Advance Exchange Plus Post-Warranty (excl fi-5750C), NBD Unit Exchange M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770. | EA              | \$947.30    |
| LOW-VOLUME DEPOT POST-WARRANTY          | FUJITSU      | CG01000-517401       | Low-Volume Depot Plus Post-Warranty (excl fi-5750C), 5-day Unit Repair & Return M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.   | EA              | \$947.30    |
| LOW-VOLUME CO-TERM                      | FUJITSU      | CG01000-517501       | Low-Volume Co-Term, 1-month Parts/Labor/Travel M3097DE/DG, M4097Series, fi-4750C, fi-4750L, fi-5650CSeries, fi-5750CSeries, fi-6670, fi-6770.                                    | EA              | \$95.21     |
| MID-VOLUME BASIC IN WARRANTY            | FUJITSU      | CG01000-517601       | Mid-Volume Basic In Warranty, NBD, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$1,899.37  |
| MID-VOLUME BASIC IN WARRANTY            | FUJITSU      | CG01000-517701       | Mid-Volume Basic In Warranty, 4 Hr, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.   | EA              | \$2,756.22  |
| MID-VOLUME SCANCARE IN WARRANTY         | FUJITSU      | CG01000-517801       | Mid-Volume ScanCare In Warranty, NBD, 2PM's, Consumables, Training, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-6800.   | EA              | \$4,279.53  |

| Product Name                           | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|--|--------------|----------------------|--|-----------------|-------------|
| MID-VOLUME SCANCARE IN WARRANTY        | FUJITSU      | CG01000-517901       | Mid-Volume ScanCare In Warranty, 4 Hr, 2PM's, Consumables, Training, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$5,136.38  |
| MID-VOLUME BASIC PLUS POST WARRANTY    | FUJITSU      | CG01000-518001       | Mid-Volume Basic Plus Post Warranty, NBD, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.   | EA              | \$2,565.81  |
| MID-VOLUME BASIC PLUS POST WARRANTY    | FUJITSU      | CG01000-518101       | Mid-Volume Basic Plus Post Warranty, 4 Hr, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$3,422.67  |
| MID-VOLUME SCANCARE PLUS POST WARRANTY | FUJITSU      | CG01000-518201       | Mid-Volume ScanCare Plus Post Warranty, NBD, 2PM's, Consumables, Training, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$5,326.80  |
| MID-VOLUME SCANCARE PLUS POST WARRANTY | FUJITSU      | CG01000-518301       | Mid-Volume ScanCare Plus Post Warranty, 4 Hr, 2PM's, Consumables, Training, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.   | EA              | \$6,183.65  |
| MID-VOLUME CO-TERM                     | FUJITSU      | CG01000-518401       | Mid-Volume Co-Term, 1-month, fi-4860C Series, fi-4990C, M4099Series, fi-5900C, fi-5950C, fi-6800.  | EA              | \$214.21    |
| FUJITSU FI-6010N NETWORK ISCANER       | FUJITSU      | CG01000-529401       | Fujitsu FI-6010N Network iScanner with SDK Bundle, 50-page ADF, 25 ppm simplex, 50 ipm duplex @ 200dpi, CCD image sensor, full-size keyboard, large 24 bit color 8.4 inch touch screen display, scan to email, scan to network folder, scan to network fax | EA              | \$4,361.46  |
| FUJITSU FI-5015C SCANNER               | FUJITSU      | PA03209-B505         | Fujitsu FI-5015C Scanner, 50 page ADF, fast Color and Monochrome scan rates of up to 15 ppm @ 150dpi, Color Charge Coupled Device (CCD) image sensor, Flatbed for exception documents (A4).  | EA              | \$567.29    |
| FUJITSU FI-4340C SCANNER               | FUJITSU      | PA03277-B015         | Fujitsu fi-4340C Scanner, 40 ppm/80 ipm, Duplex, Bitonal/Color, ADF, SCSI/USB, includes VRS and Capio 1.1 Demo Version   | EA              | \$3,302.47  |
| FUJITSU FI-4860C2-VRS SCANNER          | FUJITSU      | PA03296-B075         | Fujitsu fi-4860C2-VRS Scanner, 63 ppm/125ipm color scanning @ 200 dpi, 500-page ADF, ultrasonic double feed detection, hardware VRS 4.1 Professional, includes TWAIN and ISIS driver support, & Adrenaline 650i Controller and SCSI Cable included         | EA              | \$12,956.71 |
| FUJITSU FI-5530C2 SCANNER              | FUJITSU      | PA03334-B605         | Fujitsu fi-5530C2 Scanner, 35 ppm/70 ipm, Duplex, Bitonal/Color, ADF, SCSI/USB, includes VRS 4.1, Adobe Standard 8, USB cable  | EA              | \$2,641.31  |
| FUJITSU FI-5110C SCANNER               | FUJITSU      | PA03360-B055         | Fujitsu fi-5110C Scanner, 15 ppm/30 ipm, Duplex, Bitonal/Color, ADF, USB, includes cable   | EA              | \$757.00    |
| FUJITSU SCANSNAP S510 SCANNER          | FUJITSU      | PA03360-B515         | Fujitsu ScanSnap S510 Scanner, 18 ppm/36 ipm, 50-page ADF, 600dpi optical resolution, Automatic paper size detection, automatic color detection, automatic cropping, blank page deletion and de-skew. Bundled with full standard version of Adobe Acrobat  | EA              | \$491.00    |
| FUJITSU SCANSNAP S510M SCANNER         | FUJITSU      | PA03360-B615         | Fujitsu ScanSnap S510M Scanner, 18 ppm/36 ipm, 50-page ADF, 600dpi, compact angular design with built-in stacker, automatic size detection, auto de-skew capability, blank page detection , USB 2.0 Interface  | EA              | \$491.00    |
| FUJITSU FI-60F SCANNER                 | FUJITSU      | PA03420-B005         | Fujitsu fi-60F Scanner, Simplex, Bitonal/Color, Flatbed, USB   | EA              | \$264.46    |
| FUJITSU FI-5900C SCANNER               | FUJITSU      | PA03450-B005         | Fujitsu fi-5900C Scanner, High-Volume Production Scanner, 120ppm/240ipm landscape @ 300 dpi color, SCSI/Hi-Speed USB 2.0 and Kofax Hardware VRS interface  | EA              | \$19,483.34 |
| FUJITSU FI-5950C SCANNER               | FUJITSU      | PA03450-B505         | Fujitsu fi-5950C Scanner, High-Volume Production Scanner, 135ppm/270ipm landscape @ 300 dpi color, SCSI/Hi-Speed USB 2.0 and Kofax Hardware VRS interface  | EA              | \$18,485.75 |

| Product Name                         | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|--------------------------------------|--------------|----------------------|--|-----------------|-------------|
| FUJITSU FI-5120C SCANNER             | FUJITSU      | PA03484-B005         | Fujitsu fi-5120C Scanner, 25 ppm/50 ipm, Duplex/Simplex, Color/Bitonal, ADF, SCSI, USB 2.0 Cable, Includes Power Cord, VRS 4 Professional, Capto 1.5 Demo, Adobe Acrobat 7.0 Standard, Quickscan, Scandall 21  | EA              | \$880.50    |
| FUJITSU FI-5220C SCANNER             | FUJITSU      | PA03484-B505         | Fujitsu fi-5220C Scanner, 25 ppm/50 ipm, Duplex/Simplex, Color/Bitonal, Flatbed, ADF, SCSI, USB 2.0 Cable, Includes Power Cord, VRS 4 Professional, Capto 1.5 Demo, Adobe Acrobat 7.0 Standard, Quickscan, Scandall 21                                     | EA              | \$1,319.00  |
| FUJITSU FI-6140 SCANNER              | FUJITSU      | PA03540-B005         | Fujitsu FI-6140 Scanner, 40ppm/80ipm, 50-page (ADF), Card Scanning, VRS Professional, USB 2.0  | EA              | \$1,504.99  |
| FUJITSU FI-6130 SCANNER              | FUJITSU      | PA03540-B055         | Fujitsu FI-6130 Scanner, 30 ppm/60 ipm, 50-page ADF, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0, Adobe Acrobat 8 Std.   | EA              | \$921.21    |
| FUJITSU FI-6240 SCANNER              | FUJITSU      | PA03540-B505         | Fujitsu FI-6240 Scanner, 40ppm/80 ipm, 50-page (ADF), Flatbed, Card Scanning, VRS Professional   | EA              | \$1,908.99  |
| FUJITSU FI-6230 SCANNER              | FUJITSU      | PA03540-B555         | Fujitsu FI-6230 Scanner, 30ppm/60ipm, 50-page ADF, Flatbed, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0, Adobe Acrobat 8 std.  | EA              | \$1,319.00  |
| FUJITSU SCANSNAP S300 SCANNER        | FUJITSU      | PA03541-B005         | Fujitsu ScanSnap S300 Scanner, 8 ppm/16 ipm, 10-page (ADF), one touch searchable PDF, USB 2.0, Includes: Power Supply, USB 2.0 cable, Setup CD (includes scanner driver, Operator's Guide, Warranty Registration Information), ScanSnap Manager V4.2, Card | EA              | \$297.67    |
| FUJITSU SCANSNAP S300 SCANNER BUNDLE | FUJITSU      | PA03541-B015         | Fujitsu ScanSnap S300 Scanner Deluxe Bundle, 8 ppm/16 ipm, 10-page (ADF), one touch searchable PDF, USB 2.0 bundled with full version Rack2-Filer Lite.  | EA              | \$311.01    |
| FUJITSU SCANSNAP S300M SCANNER       | FUJITSU      | PA03544-B105         | Fujitsu ScanSnap S300M Scanner, 8 ppm/16 ipm, 10-page (ADF), one touch searchable PDF, USB 2.0, Includes: Power Supply, USB 2.0 cable, Setup CD (includes scanner driver, Operator's Guide, Warranty Registration Information), ScanSnap Manager V4.2, Car | EA              | \$297.67    |
| FUJITSU FI-6010N NETWORK ISCANER     | FUJITSU      | PA03544-B105         | Fujitsu FI-6010N Network iScanner; Central admin console w/ customizable "Job Function" buttons; 50-page ADF; 25 ppm simplex, 50 ipm duplex @ 200dpi; Enhanced security: LDAPS, FTPS & HTTPS; CCD image sensor; full-size keyboard; large 24 bit color 8.4 | EA              | \$2,310.74  |
| FUJITSU FI-6800 SCANNER              | FUJITSU      | PA03575-B005         | Fujitsu fi-6800 scanner, 130 ppm/260 ipm in (300 dpi), intuitive LCD operator panel, 500-page ADF, automatic sorting, automatic stacker and automatic image quality checker, paper protection and Intelligent Multifeed function, long document scanning u | EA              | \$17,990.00 |
| FUJITSU FI-6770 SCANNER              | FUJITSU      | PA03576-B005         | Fujitsu FI-6770 SCANNER, 80 ppm/160 ipm (300dpi), 200-page 180 degrees swivel ADF, 11.7" x 17" Flatbed, VRS Professional, Ultrasonic Double Feed Protection with Intelligent Multifeed Function, USB 2.0, Adobe Acrobat 8 Std.                             | EA              | \$5,550.24  |
| FUJITSU FI-6770A SCANNER             | FUJITSU      | PA03576-B035         | Fujitsu FI-6770A SCANNER, 80 ppm/160 ipm (300dpi), 200-page 180 degrees swivel ADF, 11.7" x 17" Flatbed, Color Graphics Adapter (CGA board), VRS Professional CGA, Ultrasonic Double Feed Protection with Intelligent Multifeed Function, USB 2.0, Adobe A | EA              | \$5,947.09  |
| FUJITSU FI-6670 SCANNER              | FUJITSU      | PA03576-B505         | Fujitsu FI-6670 SCANNER, 80 pm/160 ipm (300 dpi), 200-page ADF, Dual Control Panels, VRS Professional, Ultrasonic Double Feed Protection with Intelligent Multifeed Function, USB 2.0, Adobe Acrobat 8 Std.  | EA              | \$4,293.92  |

| Product Name                            | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|---|--------------|----------------------|--|-----------------|-------------|
| FUJITSU FI-6670A SCANNER                | FUJITSU      | PA03576-B535         | Fujitsu FI-6670A SCANNER, 80ppm/160 ipm (300dpi), 200-page ADF, Dual Control Panels, Color Graphics Adapter (CGA board), VRS Professional CGA, Ultrasonic Double Feed Protection with Intelligent MultiFeed Function, USB 2.0, Adobe Acrobat 8 Std.                        | EA              | \$5,010.35  |
| FUJITSU SCANSNAP S1500 SCANNER          | FUJITSU      | PA03586-B005         | Fujitsu ScanSnap S1500 Scanner, 20 ppm/40 ipm, 50-page ADF, 600 dpi Optical Resolution, Auto Paper Size Detection, Auto Color Detection, Auto Crop, Blank Page Removal, Intelligent Paper Feed Detection, Business Card. Scan directly to email, printer, fax              | EA              | \$491.00    |
| FUJITSU SCANSNAP S1500 SCANNER BUNDLE   | FUJITSU      | PA03586-B015         | Fujitsu ScanSnap S1500 Scanner Deluxe Bundle, 20 ppm/40 ipm, Deluxe Bundle, 50-page ADF, 600 dpi Optical Res, Auto Paper Size Detect, Auto Color Detect, Auto Crop, Blank Page Removal, Intelligent Paper Feed Detect, Business Card. Scan directly to email               | EA              | \$514.38    |
| FUJITSU SCANSNAP S1500M SCANNER FOR MAC | FUJITSU      | PA03586-B105         | Fujitsu ScanSnap S1500M Scanner for MAC, 20 ppm/40 ipm, 50-page ADF, 600 dpi Optical Resolution, Auto Paper Size Detection, Auto Color Detection, Auto Crop, Blank Page Removal, Intelligent Paper Feed Detection, Business Card. Scan directly to email.                  | EA              | \$491.00    |
| FUJITSU SCANSNAP S1500 SCANNER          | FUJITSU      | PA03586-B205         | Fujitsu ScanSnap S1500 Scanner, 20 ppm/40 ipm, 50-page ADF, 600 dpi Optical Resolution, Auto Paper Size Detection, Auto Color Detection, Auto Crop, Blank Page Removal, Intelligent Paper Feed Detection, Business Card. Scan directly to email, printer, fax              | EA              | \$491.00    |
| FUJITSU SCANSNAP S1300 SCANNER          | FUJITSU      | PA03603-B005         | Fujitsu ScanSnap S1300 Scanner, 8 ppm/16 ipm, 10-page ADF, Works w/ Windows & Mac OS, 600 dpi Optical Res, Auto Res Increase for small docs, Keyword Indexing by highlighter pen, Auto Paper Size Detect, Auto Color Detect, Auto Crop, Blank Page Removal                 | EA              | \$297.67    |
| FUJITSU SCANSNAP S1300 SCANNER BUNDLE   | FUJITSU      | PA03603-B015         | Fujitsu ScanSnap S1300 Scanner Bundle, 8 ppm/16 ipm, Deluxe Bundle, 10-pg ADF, works w/ Windows & Mac OS, 600 dpi Opt Res, Auto Res Increase for small docs, Keyword Indexing by highlighter pen, Auto Paper Size Detect, Auto Color Detect, Auto Crop, Blank Page Removal | EA              | \$311.01    |
| FUJITSU SCANSNAP S1300 SCANNER          | FUJITSU      | PA03603-B205         | Fujitsu ScanSnap S1300 Scanner, 8 ppm/16 ipm, 10-page ADF, Works w/ Windows & Mac OS, 600 dpi Optical Res, Auto Res Increase for small docs, Keyword Indexing by highlighter pen, Auto Paper Size Detect, Auto Color Detect, Auto Crop, Blank Page Removal                 | EA              | \$297.67    |
| FUJITSU FI-6110 SCANNER                 | FUJITSU      | PA03607-B005         | Fujitsu FI-6110 Scanner, 20 ppm/40 ipm (300 dpi), 50-page ADF, Color, Duplex, Long Document Scanning, Ultrasonic Double Feed Protection, USB 2.0, ScanAll PRO, Adobe Acrobat Std.  | EA              | \$757.00    |
| FUJITSU FI-6140Z SCANNER                | FUJITSU      | PA03630-B005         | Fujitsu FI-6140Z Scanner, 60 ppm/120 ipm, 50-page ADF, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0.  | EA              | \$1,495.20  |
| FUJITSU FI-6130Z SCANNER                | FUJITSU      | PA03630-B055         | Fujitsu FI-6130Z Scanner, 40 ppm/80 ipm, 50-page ADF, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0.   | EA              | \$890.25    |
| FUJITSU FI-6240Z SCANNER                | FUJITSU      | PA03630-B505         | Fujitsu FI-6240Z Scanner, 60 ppm/120 ipm, 50-page ADF, Flatbed, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0.   | EA              | \$1,921.10  |
| FUJITSU FI-6230Z SCANNER                | FUJITSU      | PA03630-B555         | Fujitsu FI-6230Z Scanner, 40 ppm/80 ipm, 50-page ADF, Flatbed, Card Scanning, VRS Professional, Ultrasonic Double Feed Protection, USB 2.0.  | EA              | \$1,314.95  |

| Product Name                         | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|--------------------------------------|--------------|----------------------|--|-----------------|-------------|
| FUJITSU SCANSNAP S1300i SCANNER      | FUJITSU      | PA03643-B005         | Fujitsu ScanSnap S1300i Scanner, Duplex - 8.5 in x 14.17 in - 600 dpi x 600 dpi - up to 12 ppm (mono) / up to 12 ppm (color) - ADF ( 10 sheets ) - Hi-Speed USB.   | EA              | \$292.17    |
| FUJITSU SCANSNAP IX500 SCANNER       | FUJITSU      | PA03656-B005         | Fujitsu ScanSnap IX500 - Document scanner - Duplex - 8.5 in x 34.0 in - 600 dpi x 600 dpi - up to 25 ppm (mono) / up to 25 ppm (color) - ADF ( 50 sheets ) - SuperSpeed USB 3.0 / Wi-Fi  | EA              | \$471.00    |
| FUJITSU SCANSNAP IX500 DELUXE BUNDLE | FUJITSU      | PA03656-B015         | Fujitsu ScanSnap IX500 Deluxe Bundle - Document scanner - Duplex - 8.5 in x 34.0 in - 600 dpi x 600 dpi - up to 25 ppm (mono) / up to 25 ppm (color) - ADF ( 50 sheets ) - SuperSpeed USB 3.0 / Wi-Fi  | EA              | \$571.00    |
| SCANAID CLEANING AND CONSUMABLE KIT  | FUJITSU      | SCANAIDKIT           | ScanAid Cleaning and Consumable Kit  | EA              | \$444.30    |
| BOWE BELL & HOWELL SIDEKICK 1200     | KODAK        | 1200                 | Bowe Bell + Howell SideKick 1200 Duplex Color Scanner, 23 ppm/ 42 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable, Capio Software, VRS   | EA              | \$1,192.45  |
| KODAK I1210 SCANNER                  | KODAK        | 1012434              | Kodak i1210 Plus Scanner, 45 ppm, Simplex Only, Bitonal/Color, ADF, USB 2.0, includes Kodak Capture Desktop Software.  | EA              | \$621.50    |
| KODAK I3400 SCANNER                  | KODAK        | 1034784              | Kodak i3400 Scanner - 80 ppm/160 ipm Landscape, 250 Sheet Elevator, 20,000 page daily duty cycle, Simplex/Duplex, Bitonal/Color, ADF, USB 2.0 supports 3.0, includes USB cable and power cord, Energy Star qualified Supports Legal and A3 Flatbed         | EA              | \$4,495.00  |
| KODAK TRUPER 3610 SCANNER            | KODAK        | 1055755              | Kodak Truper 3610 Scanner with VRS 4.x Plus, 90 ppm/180 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes VRS 4.x Plus and USB Cable.   | EA              | \$6,047.94  |
| KODAK SCANMATE 1120 SCANNER          | KODAK        | 1147925              | Kodak ScanMate 1120 Scanner, 20 ppm, Duplex, Bitonal/Color, ADF, USB 2.0 Connectivity, includes TWAIN and ISIS, STI and WIA drivers, Nuance ScanSoft PaperPort 11, Nuance ScanSoft, OmniPage 15 and Presto!BizCard 5.                                      | EA              | \$388.50    |
| KODAK I1310 SCANNER                  | KODAK        | 1220169              | Kodak i1310 Plus Scanner, 60 ppm, Simplex, Bitonal/Color, ADF, USB 2.0, includes Kodak Capture Desktop Software.   | EA              | \$995.50    |
| KODAK I1860 SCANNER                  | KODAK        | 1238195              | Kodak i1860 Scanner, 200 ppm/800 ipm, Duplex, Bitonal/Color Capable, 500 Sheet ADF, Touchscreen Operator Controls, IEEE-1394 (FireWire) interface w/6-pin connector; (Card and cable included), includes pre or post scan document imprinter, this scanner | EA              | \$74,674.05 |
| KODAK I620 TO I640 UPGRADE KIT       | KODAK        | 1320860              | Kodak i620 to i640 Upgrade Kit   | EA              | \$12,412.09 |
| KODAK I2600 SCANNER                  | KODAK        | 1333707              | Kodak i2600 Scanner, 50 ppm/100 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes USB cable and power cord, Energy Star qualified   | EA              | \$1,130.47  |
| CAPTURE PRO SOFTWARE FOR GROUP B     | KODAK        | 1333731              | Capture Pro Software for Group B scanners (i55 / i65 / i1310 / i320).  | EA              | \$704.00    |
| KODAK I1220 SCANNER                  | KODAK        | 1359249              | Kodak i1220 Scanner, 30 ppm, Duplex, Bitonal/Color, ADF, USB 2.0, includes Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 1593789   | EA              | \$915.05    |
| KODAK I1440 SCANNER                  | KODAK        | 1380294              | Kodak i1440 Scanner, 75 ppm/150 ipm, Duplex, Bitonal/Color, ADF, USB 2.0, includes Post-scan document imprinter, long document support and Smartouch scan to email, printer, or file output and Kodak Capture Lite Software, this scanner is the trade com | EA              | \$5,735.06  |
| KODAK I1320 SCANNER                  | KODAK        | 1421080              | Kodak i1320 Scanner, 60 ppm, Duplex, Bitonal/Color, ADF, USB 2.0, includes Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 1419787   | EA              | \$1,790.50  |



| Product Name                          | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|---------------------------------------|--------------|----------------------|---|-----------------|-------------|
| KODAK I4600 SCANNER                   | KODAK        | 1443589              | KODAK I4600 SCANNER, 120ppm, ADF, Streak Filtering, Smart Touch and Capture Desktop software included.  | EA              | \$13,367.01 |
| KODAK I5600 SCANNER                   | KODAK        | 1448497              | Kodak I5600 Scanner, 170 ppm/340 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes USB cable and power cord.   | EA              | \$42,595.50 |
| KODAK I2800 SCANNER                   | KODAK        | 1552181              | Kodak I2800 Scanner, 70 ppm/140 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes USB cable and power cord, Energy Star qualified.   | EA              | \$1,792.67  |
| CAPTURE PRO SOFTWARE FOR GROUP A      | KODAK        | 1557883              | Capture Pro Software for Group A scanners (i30 / i40 / i1210 / i1220).  | EA              | \$439.12    |
| KODAK I260 SCANNER                    | KODAK        | 1604743              | Kodak I260 Scanner, 50 ppm/100 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card, cable and Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 1844414  | EA              | \$4,050.50  |
| KODAK I3200 SCANNER                   | KODAK        | 1640549              | Kodak I3200 Scanner - 50 ppm/100 ipm Landscape, 250 Sheet Elevator, 15,000 page daily duty cycle, Simplex/Duplex, Bitonal/Color, ADF, USB 2.0 supports 3.0, includes USB cable and power cord, Energy Star qualified Supports Legal and A3 Flatbed          | EA              | \$3,995.00  |
| KODAK I640 TO I660 UPGRADE KIT        | KODAK        | 1752591              | Kodak I640 to I660 Upgrade Kit  | EA              | \$14,185.25 |
| CAPTURE PRO SOFTWARE FOR GROUP C      | KODAK        | 1860345              | Capture Pro Software for Group C scanners (i150 / i160).  | EA              | \$1,315.60  |
| KODAK I750 SCANNER                    | KODAK        | 1874395              | Kodak I750 Scanner, 115 ppm 460 ipm, Duplex, Bitonal/Color, ADF, Firewire, Includes card & cable, this scanner is the trade compliant equivalent of Kodak P/N: 1802230  | EA              | \$30,743.45 |
| KODAK UPGRADE KIT I1840 TO I1860      | KODAK        | 1899039              | Kodak Upgrade Kit I1840 to I1860  | EA              | \$18,975.99 |
| KODAK I640 SCANNER                    | KODAK        | 1898725              | Kodak I640 Scanner, 100 ppm/200-400 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card and cable, this scanner is the trade compliant equivalent of Kodak P/N: 8024713  | EA              | \$23,046.32 |
| KODAK I620 TO I660 UPGRADE KIT        | KODAK        | 1899731              | Kodak I620 to I660 Upgrade Kit  | EA              | \$23,051.03 |
| KODAK I2900 SCANNER                   | KODAK        | 1958750              | Kodak I2900 Scanner for Government - 60 ppm/120 ipm, 250 Sheet Elevator Integrated A4 Flatbed, 10,000 page daily duty cycle, Simplex/Duplex, Bitonal/Color, ADF, USB, includes USB cable and power cord, Energy Star qualified                              | EA              | \$3,195.00  |
| KODAK I730 SCANNER                    | KODAK        | 1972504              | Kodak I730 Scanner, 90 ppm 360ipm, Duplex, Bitonal/Color, ADF, Firewire, Includes card & cable, this scanner is the trade compliant equivalent of Kodak P/N: 1867852  | EA              | \$26,350.61 |
| KODAK I6090 CHECK SCANNER W/IMPRINTER | KODAK        | 1991652              | Kodak I6090 ADF Check Scanner w/ Imprinter, 100 dpm, 50 document ADF, USB 2.0 interface   | EA              | \$1,647.22  |
| KODAK I6015 CHECK SCANNER W/IMPRINTER | KODAK        | 1994193              | Kodak I6015 Single Feed Check Scanner w/ Imprinter, 50 dpm, 1 document Feder, USB 2.0 interface.  | EA              | \$834.59    |
| KODAK I660 SCANNER                    | KODAK        | 8044570              | Kodak I660 Scanner, 120 ppm/240 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card and cable, this scanner is the trade compliant equivalent of Kodak P/N: 8603441  | EA              | \$26,592.79 |
| CAPTURE PRO SOFTWARE FOR GROUP D      | KODAK        | 8139693              | Capture Pro Software for Group D scanners (i250 / i260 / i280 / i1410 / i1420 / i1440).   | EA              | \$1,848.00  |
| KODAK I1420 SCANNER                   | KODAK        | 8276941              | Kodak I1420 Scanner, 60 ppm/120 ipm, Duplex, Bitonal/Color, ADF, USB 2.0, includes Post-scan document imprinter, Smarttouch scan to email, printer, or file output and Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak | EA              | \$4,050.50  |

| Product Name                           | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|--|--------------|----------------------|---|-----------------|-------------|
| KODAK I1405 SCANNER                    | KODAK        | 8289837              | Kodak i1405 Scanner, 45 ppm/90 ipm, Bitonal/Color, 150 sheet ADF, USB 2.0, Smarttouch scan to email, printer, or file output and Kodak Capture Desktop Software. this scanner is the trade compliant equivalent of Kodak P/N: 8252843.                      | EA              | \$3,471.13  |
| KODAK I5200 SCANNER                    | KODAK        | 8300766              | Kodak i5200 Scanner, 140 ppm/280 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes USB cable and power cord  | EA              | \$28,396.66 |
| KODAK I250 SCANNER                     | KODAK        | 8327405              | Kodak i610 Scanner, 50 ppm, Simplex, Bitonal/Color, ADF, Firewire, includes card, cable and Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 8858003   | EA              | \$2,886.60  |
| KODAK I1410 SCANNER                    | KODAK        | 8348690              | Kodak i1410 Scanner, 60 ppm, Simplex, Bitonal/Color, ADF, USB 2.0, includes Post-scan document imprinter, Smarttouch scan to email, printer, or file output and Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 8 | EA              | \$2,886.60  |
| CAPTURE PRO SOFTWARE FOR GROUP E       | KODAK        | 8383697              | Capture Pro Software for Group E scanners (i610 / i620 / i640 / i730 / i750).   | EA              | \$6,424.00  |
| KODAK I6060 CHECK SCANNER W/IMPRINTER  | KODAK        | 8443251              | Kodak i6060 ADF Check Scanner w/ Imprinter, 65 dpm, 50 Document ADF, USB 2.0 Interface.   | EA              | \$1,471.52  |
| KODAK I4200 SCANNER                    | KODAK        | 8453508              | KODAK I4200 SCANNER, 100ppm, ADF, Streak Filtering, Smart Touch and Capture Desktop software included.  | EA              | \$8,212.89  |
| 1 YEAR CAREKIT FOR CAPTURE PRO         | KODAK        | 8507485              | 1 Year Carekit for Capture Pro - 25% of GSA Price   | EA              | \$3,476.00  |
| CAPTURE PRO SOFTWARE FOR GROUP F       | KODAK        | 8548521              | Capture Pro Software for Group F scanners (i660 / i780 / i810 / i820).  | EA              | \$8,668.00  |
| KODAK I30 SCANNER                      | KODAK        | 8612459              | Kodak i30 Scanner, 25 ppm, Simplex, Bitonal/Color, ADF, USB 2.0 Connectivity, includes TWAIN and ISIS drivers; Kodak Capture Software - Lite Version and Readiris Pro Corporate Edition.  | EA              | \$617.50    |
| KODAK I780 SCANNER                     | KODAK        | 8619108              | Kodak i780 Scanner, 130 ppm 520 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card & cable, this scanner is the trade compliant equivalent of Kodak P/N: 1200013.   | EA              | \$35,136.34 |
| KODAK I610 SCANNER                     | KODAK        | 8684938              | Kodak i610 Scanner, 80 ppm/160-320 ipm, Duplex, Bitonal, ADF, Firewire, includes card and cable, this scanner is the trade compliant equivalent of Kodak P/N: 1485614   | EA              | \$13,293.81 |
| KODAK SCAN STATION 500 NETWORK SCANNER | KODAK        | 8738056              | Kodak Scan Station 500 Network Scanner, 30 ppm/60 ipm, Duplex, Bitonal/Color, ADF, 10/100 base T connectivity. GSA Compliant P/N: 8044661.  | EA              | \$2,028.89  |
| CAPTURE PRO SOFTWARE FOR GROUP G       | KODAK        | 8740516              | Capture Pro Software for Group G scanners (i830 / i840 / i1840 / i1860).  | EA              | \$13,904.00 |
| KODAK I2400 SCANNER                    | KODAK        | 8835183              | Kodak i2400 Scanner, 30 ppm/60 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB - includes USB cable and power cord, Energy Star qualified.   | EA              | \$799.37    |
| KODAK I40 SCANNER                      | KODAK        | 8882649              | Kodak i40 Scanner, 25 ppm, Duplex, Bitonal/Color, ADF, USB 2.0 Connectivity, includes TWAIN and ISIS drivers; Kodak Capture Software - Lite Version; Readiris Pro Corporate Edition, and front-fed, card imaging output tray.                               | EA              | \$920.50    |
| CAPTURE PRO SOFTWARE FOR INDEXING      | KODAK        | 8897787              | Capture Pro Software for Indexing on any Scanner Group A, B, C, D, E, F, or G.  | EA              | \$879.12    |
| KODAK TRUPER 3210 SCANNER              | KODAK        | 8911448              | Kodak Truper 3210 Scanner with VRS 4.x Plus, 90 ppm/180 ipm, Simplex/Duplex, Bitonal/Color, ADF/Flatbed, USB/SCSI, includes VRS 4.x Plus and USB cable.   | EA              | \$7,130.41  |

| Product Name                             | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|--|--------------|----------------------|--|-----------------|-------------|
| KODAK I1840 SCANNER                      | KODAK        | 8914509              | Kodak I1840 Scanner, 160 ppm/640 ipm, Duplex, Bitonal/Color Capable, 500 Sheet ADF, Touchscreen Operator Controls, IEEE-1394 (FireWire) interface w/6-pin connector. (Card and cable included), includes pre or post scan document imprinter, this scanner | EA              | \$58,860.72 |
| KODAK I620 SCANNER                       | KODAK        | 8938946              | Kodak I620 Scanner, 80 ppm/160-320 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card and cable, this scanner is the trade compliant equivalent of Kodak P/N: 1534270  | EA              | \$19,499.79 |
| KODAK I280 SCANNER                       | KODAK        | 8997843              | Kodak I280 Scanner, 62 ppm/124 ipm, Duplex, Bitonal/Color, ADF, Firewire, includes card, cable and Kodak Capture Lite Software, this scanner is the trade compliant equivalent of Kodak P/N: 1610922   | EA              | \$6,413.02  |
| BOWE BELL & HOWELL SIDEKICK 1400I        | KODAK        | 1400I                | Bowe Bell & Howell SideKick 1400 Duplex Color Scanner with Imprinter, 43 ppm/ 76 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable, Capio Software, VRS  | EA              | \$4,508.25  |
| BOWE BELL & HOWELL SIDEKICK 1400         | KODAK        | 1400U                | Bowe Bell & Howell SideKick 1400 Duplex Color Scanner, 43 ppm/ 76 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable, Capio Software, VRS   | EA              | \$3,630.54  |
| BOWE BELL & HOWELL 730DCFB               | KODAK        | 730DCFB              | Bowe Bell & Howell 730 Duplex Color Flatbed Scanner, 23ppm/ 42 ipm, Simplex/Duplex, Bitonal/Color, ADF/Flatbed, SCSI   | EA              | \$3,098.59  |
| BOWE BELL & HOWELL 8090D-C               | KODAK        | 8090D-C              | Bowe Bell & Howell 8090 Duplex Color Spectrum XF Scanner, 90 ppm/180 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI, includes VRS, Adrenaline board, cable, Replaces 8080D-C  | EA              | \$22,381.66 |
| BOWE BELL & HOWELL 8120D-C               | KODAK        | 8120D-C              | Bowe Bell & Howell 8120 Duplex Color Spectrum XF Scanner, 120 ppm/240 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI, includes VRS, Adrenaline board, cable, Replaces 8100D-C   | EA              | \$27,036.20 |
| BOWE BELL & HOWELL 8140D-C-I             | KODAK        | 8140D-C-I            | Bowe Bell & Howell 8140 Duplex Color Spectrum XF Scanner with Imprinter, 140 ppm/280 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI, includes Imprinter, VRS, Adrenaline board, cable, Replaces 8125D-C-I   | EA              | \$41,866.38 |
| BOWE BELL & HOWELL NGENUITY 9090D-B      | KODAK        | 9090D-B              | Bowe Bell & Howell Ngenuity 9090D-B Scanner, 90 ppm/180 ipm, Simplex/Duplex, Bitonal, ADF, USB/SCSI, includes VRS, USB cable, Power cord.  | EA              | \$16,078.53 |
| BOWE BELL & HOWELL NGENUITY 9090D-C      | KODAK        | 9090D-C              | Bowe Bell & Howell Ngenuity 9090D-C Scanner, 90 ppm/180 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB/SCSI, includes VRS, USB cable, Power cord.  | EA              | \$17,753.93 |
| BOWE BELL & HOWELL NGENUITY 9125D-C      | KODAK        | 9125D-C              | Bowe Bell & Howell Ngenuity 9125D-C Scanner, 125 ppm/250 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB/SCSI, includes VRS, USB cable, Power cord.   | EA              | \$21,942.41 |
| BOWE BELL & HOWELL NGENUITY 9150D-C      | KODAK        | 9150D-C              | Bowe Bell & Howell Ngenuity 9150D-C Scanner, 150 ppm/300 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB/SCSI, includes VRS, USB cable, Power cord.   | EA              | \$38,696.34 |
| BOWE BELL & HOWELL CONSUMABLES KIT       | KODAK        | BH-8000-SPEC-KIT     | Bowe Bell & Howell Spectrum Consumables Kit  | EA              | \$922.44    |
| KOFAX IMAGE CONTROLS 3 DEV TOOLKIT       | KODAK        | KF-TK30002202        | Bowe Bell & Howell - Kofax Image Controls 3 Developers Toolkit   | EA              | \$2,655.30  |
| KODAK CONSUMABLE KIT FOR I150/I160/I250  | KODAK        | KIT-ERC-I260         | Kodak Consumable Kit for I150/I160/I250/I260 Scanners  | EA              | \$270.41    |
| KODAK CONSUMABLE KIT FOR I30/I40/I55/I65 | KODAK        | KIT-ERC-I30          | Kodak Consumable Kit for I30/I40/I55/I65 Scanners  | EA              | \$97.52     |
| KODAK CONSUMABLE KIT FOR I1600 SERIES    | KODAK        | KIT-ERC-I600         | Kodak Consumable Kit for I610/I620/I640/I660 Scanners  | EA              | \$673.80    |
| KODAK CONSUMABLE KIT FOR I1800 SERIES    | KODAK        | KIT-ERC-I800         | Kodak Consumable Kit for I810/I820/I830/I840 Scanners  | EA              | \$1,086.06  |

| Product Name                        | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|-------------------------------------|--------------|----------------------|--|-----------------|-------------|
| BOWE BELL & HOWELL SA-1200          | KODAK        | SA-1200              | Bowe Bell + Howell 1200 Advance Unit Replacement, warranty and post warranty period, 1 year, Kodak P/N: 1894526  | EA              | \$299.22    |
| BOWE BELL & HOWELL SA-1400          | KODAK        | SA-1400              | Bowe Bell + Howell 1400 Advance Unit Replacement, warranty and post warranty period, 1 year, Kodak P/N: 8234262  | EA              | \$490.72    |
| KODAK SA-1XX-40                     | KODAK        | SA-1XX-40            | Kodak i150, i160, i1200, i1300, i1400 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year, Kodak P/N: 1952274  | EA              | \$1,445.12  |
| KODAK SA-1XX-40W                    | KODAK        | SA-1XX-40W           | Kodak i150, i160, i1200, i1300, i1400 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year, Kodak P/N: 1337120  | EA              | \$895.44    |
| KODAK SA-2XX-40                     | KODAK        | SA-2XX-40            | Kodak i200 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year, Kodak P/N: 1796350   | EA              | \$1,148.12  |
| KODAK SA-2XX-40W                    | KODAK        | SA-2XX-40W           | Kodak i200 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, warranty period, 1 year, Kodak P/N: 1274349  | EA              | \$598.44    |
| BOWE BELL & HOWELL SA-3200-30       | KODAK        | SA-3200-30           | Bowe Bell + Howell Truper 3200 Scanner - 5 days/week, 9 hours/day, 24 hour response, post warranty period, 1 year  | EA              | \$1,077.19  |
| BOWE BELL & HOWELL SA-3200-30W      | KODAK        | SA-3200-30W          | Bowe Bell + Howell Truper 3200 Scanner - 5 days/week, 9 hours/day, 24 hour response, warranty period, 1 year   | EA              | \$811.88    |
| KODAK SA-35XX-40                    | KODAK        | SA-35XX-40           | Kodak 3500, 3510 or 3520 Series Scanners - 5 days/week, 9 hours/day, NBD response, post warranty period, 1 year.   | EA              | \$3,242.88  |
| KODAK SA-6XX-40                     | KODAK        | SA-6XX-40            | Kodak i600, i4000 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year  | EA              | \$7,872.81  |
| KODAK SA-6XX-40W                    | KODAK        | SA-6XX-40W           | Kodak i600, i4000 Series Scanners - 5 days/week, 9 hours/day, 4 hour response, warranty period, 1 year   | EA              | \$5,904.61  |
| KODAK SA-7XX-40                     | KODAK        | SA-7XX-40            | Kodak i730, i750, i780 Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year.   | EA              | \$6,840.00  |
| KODAK SA-8XX-40                     | KODAK        | SA-8XX-40            | Kodak i810, i820, i830, i840, i1840 or i1860 Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year  | EA              | \$10,727.59 |
| KODAK SA-8XX-40W                    | KODAK        | SA-8XX-40W           | Kodak i810, i820, i830, i840, i1840 or i1860 Scanners - 5 days/week, 9 hours/day, 4 hour response, warranty period, 1 year   | EA              | \$8,067.86  |
| BOWE BELL & HOWELL SA-8XXXDC-30     | KODAK        | SA-8XXXDC-30         | Bowe Bell + Howell 8080D, 8125D or 8100D, Spectrum Scanners, Canon DR-7550C, DR-7580, DR-7080C, DR-9050C, DR-9080C - 5 days/week, 9 hours/day, 24 hour response, post warranty period, 1 year. | EA              | \$3,337.77  |
| BOWE BELL & HOWELL SA-8XXXDC-40     | KODAK        | SA-8XXXDC-40         | Bowe Bell + Howell 8080D, 8125D or 8100D, Spectrum Scanners, Canon DR-7550C, DR-7580, DR-7080C, DR-9050C, DR-9080C - 5 days/week, 9 hours/day, 24 hour response, post warranty period, 1 year. | EA              | \$3,737.42  |
| KODAK SA-130                        | KODAK        | SA-130               | Kodak i30 Advance Unit Replacement, warranty and post warranty period, 1 year, Kodak P/N: 1714336  | EA              | \$106.39    |
| KODAK SA-140                        | KODAK        | SA-140               | Kodak i40 Advance Unit Replacement, warranty and post warranty period, 1 year, Kodak P/N: 1783505  | EA              | \$119.69    |
| KODAK SA-155                        | KODAK        | SA-155               | Kodak i55 Advance Unit Replacement, warranty and post warranty period, 1 year  | EA              | \$203.91    |
| KODAK SA-165                        | KODAK        | SA-165               | Kodak i65 Advance Unit Replacement, warranty and post warranty period, 1 year  | EA              | \$350.20    |
| BOWE BELL & HOWELL TRUPER 3200      | KODAK        | TRUPER3200           | Bowe Bell + Howell Truper 3200 Duplex Color Flatbed Scanner, 62 ppm/106 ipm, Simplex/Duplex, Bitonal/Color, ADF/Flatbed, USB/SCSI, includes VRS and USB cable                                  | EA              | \$6,699.95  |
| BOWE BELL & HOWELL TRUPER 3600 PLUS | KODAK        | TRUPER3600-PLUS      | Bowe Bell + Howell Truper 3600 Duplex Color Scanner with VRS 4.0 Plus, 62 ppm/106 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes VRS 4.0 Plus and USB Cable                            | EA              | \$6,201.61  |

| Product Name                            | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|---|--------------|----------------------|---|-----------------|-------------|
| BOWE BELL & HOWELL TRUPER 3600 STANDARD | KODAK        | TRUPER3600-STANDARD  | Bowe Bell + Howell Truper 3600 Duplex Color Scanner with VRS 4.0 Standard, 62 ppm/106 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB, includes VRS 4.0 Standard and USB Cable   | EA              | \$5,581.01  |
| BOWE BELL & HOWELL TRUPER IMPRINTER KIT | KODAK        | TRUPER-IMPRINTER     | Bowe Bell & Howell Imprinter Kit for all Truper Models  | EA              | \$1,382.18  |
| BOWE BELL & HOWELL XF-8XXX-30           | KODAK        | XF-8XXX-30           | Bowe Bell + Howell 8090, 8120 or 8140, XF Scanners - 5 days/week, 9 hours/day, 24 hour response, post warranty period, 1 year   | EA              | \$3,780.23  |
| BOWE BELL & HOWELL XF-8XXX-30W          | KODAK        | XF-8XXX-30W          | Bowe Bell + Howell 8090, 8120 or 8140, XF Scanners - 5 days/week, 9 hours/day, 24 hour response, warranty period, 1 year  | EA              | \$1,512.38  |
| BOWE BELL & HOWELL XF-8XXX-40           | KODAK        | XF-8XXX-40           | Bowe Bell + Howell 8090, 8120 or 8140, XF Scanners - 5 days/week, 9 hours/day, 4 hour response, post warranty period, 1 year  | EA              | \$4,234.36  |
| BOWE BELL & HOWELL XF-8XXX-40W          | KODAK        | XF-8XXX-40W          | Bowe Bell + Howell 8090, 8120 or 8140, XF Scanners - 5 days/week, 9 hours/day, 4 hour response, warranty period, 1 year   | EA              | \$1,693.87  |
| BOWE BELL & HOWELL XF-8XXX-50           | KODAK        | XF-8XXX-50           | Bowe Bell + Howell 8090, 8120 or 8140, XF Scanners - 7 days/week, 24 hours/day, 4 hour response, post warranty period, 1 year   | EA              | \$6,774.93  |
| KOFAX SOFTWARE UPGRADE ASSURANCE - 1 YR | OPEN TEXT    | MC-1800-0110         | Kofax Software Upgrade Assurance - 1 Year, 20% of the Software GSA Cost per year.   | EA              | \$1,591.41  |
| RIGHTFAX CLOUD TELEPHONE - PER PAGE     | OPEN TEXT    | RFCONNECT            | Per page cost - Cloud Telephony   | EA              | \$0.08      |
| RIGHTFAX HARDWARE WARRANTY - 1 YEAR     | OPEN TEXT    | S-CPADVREPL          | RightFax Next Day Hardware Replacement Warranty - 1 Year, 15% of the board's GSA price per year, minimum price.   | EA              | \$2,361.15  |
| ALCHEMY STANDARD DOCUMENT SERVER        | OPEN TEXT    | S-CPAL3400001        | Alchemy Standard Document Server, Alchemy Standard Server is the basis for fixed content management applications such as imaging and COLD. The license includes one Standard Server license with integrated Windows security, and one Alchemy Administrator | EA              | \$3,546.31  |
| ALCHEMY ADV DOCUMENT SERVER             | OPEN TEXT    | S-CPAL3400002        | Alchemy Advanced Content Management Server V8.2, Alchemy Advanced Server is the basis for applications requiring integrated document management, records management, compliance and workflow, along with fixed content management. The license requires at  | EA              | \$6,112.96  |
| ALCHEMY WEB                             | OPEN TEXT    | S-CPAL3450001        | Alchemy Web, The middleware services layer that publishes Alchemy repositories to the Internet. Requires the Alchemy Advanced or Standard Server license, and Alchemy Search user access license.   | EA              | \$3,103.02  |
| ALCHEMY DATABASE ENCRYPTION MODULE      | OPEN TEXT    | S-CPAL3450010        | Alchemy Database Encryption Modules, Adds an additional layer of high security to Alchemy repositories by using a 256 byte Blowfish based security algorithm. Requires the Alchemy Advanced or Standard Server license.                                     | EA              | \$6,649.34  |
| ALCHEMY CLIENT                          | OPEN TEXT    | S-CPAL3450011        | Alchemy Client, Add document and records management functionality and repository access to Microsoft Office applications: Word, Excel, PowerPoint, and Outlook. Requires the Alchemy Advanced Server.   | EA              | \$354.63    |
| ALCHEMY RECORDS MANAGER                 | OPEN TEXT    | S-CPAL3450012        | Alchemy Records Manager, For records manager to create and manage record file plans and retention schedules that are applied to content stored in Alchemy repositories, as well as physical files and electronic files stored on the Windows file system.   | EA              | \$8,965.78  |

| Product Name                             | Manufacturer | Manufacturer Part No | Description   | Unit of Measure | State Price |
|--|--------------|----------------------|---|-----------------|-------------|
| ALCHEMY EXCHANGE ARCHIVE LINK - ADMIN    | OPEN TEXT    | S-CPAL3450013        | Alchemy Exchange Archive Link - Administrator, A "back office" archiving server that captures email from one or more Exchange servers and stores them into Alchemy repositories. Order the administrator license and the number of mailbox archive licenses | EA              | \$886.56    |
| ALCHEMY EXCHANGE ARCHIVE LINK - MAILBOX  | OPEN TEXT    | S-CPAL3450015        | Alchemy Exchange Archive Link - Mailbox licenses, Minimum of 50 must be ordered.  | EA              | \$22.16     |
| ALCHEMY WEB VIEWER EXTENSION             | OPEN TEXT    | S-CPAL3450021        | Alchemy Web Viewer Extension. Converts documents to Web-native formats to provide universal viewing support for over 200 file formats.  | EA              | \$1,773.16  |
| ALCHEMY INDEX STATION CLIENT             | OPEN TEXT    | S-CPAL3450029        | Alchemy Index Station Client, For content contributors. Users can add, annotate, index and view documents. Ideal client for imaging and workflow applications.  | EA              | \$797.92    |
| ALCHEMY SCAN                             | OPEN TEXT    | S-CPAL3450031        | Alchemy Scan, Captures paper documents into an Alchemy repository using a wide range of scanners. Includes advanced OCR for full-text OCR or zone OCR. Includes bar code recognition. Requires an Alchemy Administrator or Index Station license.           | EA              | \$1,329.87  |
| ALCHEMY DATAGRABBER                      | OPEN TEXT    | S-CPAL3450034        | Alchemy DataGrabber, Development license to write definition files to import large ASCII or EBCDIC computer output files into an Alchemy repository. Includes the Runtime license for same workstation. Requires an Alchemy Administrator license.          | EA              | \$3,989.60  |
| ALCHEMY DATAGRABBER RUNTIME              | OPEN TEXT    | S-CPAL3450036        | Alchemy DataGrabber Runtime, License to run predefined definition files within Alchemy Administrator. Requires an Alchemy Administrator license.  | EA              | \$1,768.72  |
| ALCHEMY SEARCH CLIENT                    | OPEN TEXT    | S-CPAL3450037        | Alchemy Search Client, For content consumers. Users have read-only access to Alchemy repositories. There are two types of Search clients - a Windows desktop client and an Internet Explorer client for Web access. Licenses allow for accessing both       | EA              | \$443.29    |
| ALCHEMY ADVANCED ADMINISTRATOR           | OPEN TEXT    | S-CPAL3450060        | Alchemy Advanced Administrator License  | EA              | \$1,861.81  |
| OPEN TEXT FAX ARCHIVING BUNDLE           | OPEN TEXT    | S-CPALPGASENB        | OPEN TEXT FAX ARCHIVING BUNDLE.   | EA              | \$12,832.50 |
| RIGHTFAX PREMIUM SUPPORT - 1 YEAR        | OPEN TEXT    | S-CPASPSUPPORT-1     | RightFax Premium Support Plan - 1 year, 20% of the Software's GSA price per year, price listed is the minimum per year.   | EA              | \$1,768.72  |
| RIGHTFAX 7 X 24 PREMIUM SUPPORT - 1 YEAR | OPEN TEXT    | S-CPASPSUPPORT-2     | RightFax 7 x 24 Premium Support Plan - 1 year, 25% of the Software's GSA price per year, price listed is the minimum per year.  | EA              | \$5,315.04  |
| WORKFLOW PREMIUM SUPPORT PLAN            | OPEN TEXT    | S-CPASPSUPPORT-3     | Workflow Premium Support Plan - 1 year, 20% of the Software's GSA price per year, price listed is the minimum per year. Open Text Workflow formerly called Template.  | EA              | \$1,591.41  |
| ALCHEMY PREMIUM SUPPORT PLAN - 1 YR      | OPEN TEXT    | S-CPASPSUPPORT-4     | Alchemy Document Management Premium Support Plan - 1 Year, 20% of the Software GSA Cost per year, price listed is the minimum per year.   | EA              | \$1,591.41  |
| OPEN TEXT FAX GATEWAY 2100               | OPEN TEXT    | S-CPFG2100D1-N       | OPEN TEXT FAX GATEWAY 2100.   | EA              | \$4,075.60  |
| OPEN TEXT FAX GATEWAY 304                | OPEN TEXT    | S-CPFG304A4-N        | OPEN TEXT FAX GATEWAY 304.  | EA              | \$513.88    |
| OPEN TEXT FAX GATEWAY QUAD               | OPEN TEXT    | S-CPFGAVQFXS         | OPEN TEXT FAX GATEWAY QUAD FXS MODULE.  | EA              | \$281.37    |
| FXS MODULE                               | OPEN TEXT    | S-CPFGAVQFXS         | OPEN TEXT FAX GATEWAY QUAD FXS MODULE.  | EA              | \$281.37    |
| OPEN TEXT FAX GATEWAY QUAD               | OPEN TEXT    | S-CPFGVM4FXO         | OPEN TEXT FAX GATEWAY QUAD FXO MODULE.  | EA              | \$336.68    |
| FXO MODULE                               | OPEN TEXT    | S-CPFGVM4FXO         | OPEN TEXT FAX GATEWAY QUAD FXO MODULE.  | EA              | \$336.68    |
| RECONNECT FEE FOR RIGHTFAX               | OPEN TEXT    | S-CPRF2410006        | RECONNECT FEE FOR RIGHTFAX.   | EA              | \$15,925.58 |
| RIGHTFAX SHAREPOINT CONNECTOR            | OPEN TEXT    | S-CPRF2450060        | RIGHTFAX SHAREPOINT CONNECTOR.  | EA              | \$1,602.75  |

| Product Name                            | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|---|--------------|----------------------|--|-----------------|-------------|
| BROOKTROUT TR1034+UP2C-R                | OPEN TEXT    | S-CPRF265000100      | Brooktrout TR1034+uP2C-R Combo Fax Board, 2 channel combo analog, 1 loop/1 DID, This board requires RightFax Feature Pack. Brooktrout P/N: 901-004-01.       | EA              | \$2,212.01  |
| BROOKTROUT TR1034+UP4C-R                | OPEN TEXT    | S-CPRF265000200      | Brooktrout TR1034+uP4C-R Combo Fax Board, 4 channel combo analog, uPCI, 2 loop/2 DID, This board requires RightFax Feature Pack. Brooktrout P/N: 901-004-03. | EA              | \$3,564.04  |
| BROOKTROUT TR1034+UP2D-R                | OPEN TEXT    | S-CPRF265000300      | Brooktrout TR1034+uP2D-R DID Fax Board, 2 channel DID analog, This board requires RightFax Feature Pack. Brooktrout P/N: 901-004-02.                         | EA              | \$2,194.28  |
| BROOKTROUT TR1034+UP4D-R                | OPEN TEXT    | S-CPRF265000400      | Brooktrout TR1034+uP4D-R DID Fax Board, 4 channel DID analog, uPCI, This board requires RightFax Feature Pack. Brooktrout P/N: 901-004-04.                   | EA              | \$3,564.04  |
| BROOKTROUT TR1034+P4-4L-R               | OPEN TEXT    | S-CPRF265001000      | Brooktrout TR1034+P4-4L-R Fax Board, 4 channel analog, V.34, uPCI. Brooktrout P/N: 901-002-09.   | EA              | \$2,921.27  |
| BROOKTROUT TR1034+P8-8L-R               | OPEN TEXT    | S-CPRF265001100      | Brooktrout TR1034+P8-8L-R Fax Board, 8 channel analog, V.34, uPCI. Brooktrout P/N: 901-002-12.   | EA              | \$5,492.35  |
| BROOKTROUT TR1034-P4H-T1-1N-R           | OPEN TEXT    | S-CPRF265001800      | Brooktrout TR1034-P4H-T1-1N-R 4 pt T1/PRI Interface uPCI, uPCI bus, 4 digital channels, T1/PRI, T.38. Brooktrout P/N: 901-001-14.                            | EA              | \$4,439.56  |
| BROOKTROUT TR1034-P8H-T1-1N-R           | OPEN TEXT    | S-CPRF265001900      | Brooktrout TR1034-P8H-T1-1N-R 8 pt T1/PRI Interface uPCI, uPCI bus, 8 digital channels, T1/PRI, T.38. Brooktrout P/N: 901-001-16.                            | EA              | \$6,661.56  |
| BROOKTROUT TR1034-P16H-T1-1N-R          | OPEN TEXT    | S-CPRF265002000      | Brooktrout TR1034-P16H-T1-1N-R 16 pt T1/PRI Interface uPCI, uPCI bus, 16 digital channels, T1/PRI, T.38. Brooktrout P/N: 901-001-09.                         | EA              | \$10,923.25 |
| BROOKTROUT TR1034-P24H-T1-1N-R          | OPEN TEXT    | S-CPRF265002100      | Brooktrout TR1034-P24H-T1-1N-R 24 pt T1/PRI Interface uPCI, uPCI bus, 24 digital channels, T1/PRI, T.38. Brooktrout P/N: 901-001-11.                         | EA              | \$15,506.25 |
| TRUFAX 100 R-UPCI                       | OPEN TEXT    | S-CPRF265002800      | TruFax 100 R-uPCI, 1 port Universal PCI card. Brooktrout P/N: 901-004-07.  | EA              | \$575.39    |
| TRUFAX 200 R-UPCI                       | OPEN TEXT    | S-CPRF265003000      | TruFax 200 R-uPCI, 2 port Universal PCI card. Brooktrout P/N: 901-004-08.  | EA              | \$708.38    |
| BROOKTROUT TR1034+E4-4L FAX BOARD       | OPEN TEXT    | S-CPRF265003700      | Brooktrout TR1034+E4-4L Fax Board, 4 channel analog, V.34, PCI Express. Brooktrout P/N: 901-007-09.  | EA              | \$2,921.27  |
| BROOKTROUT TR1034+E8-8L FAX BOARD       | OPEN TEXT    | S-CPRF265003800      | Brooktrout TR1034+E8-8L Fax Board, 8 channel analog, V.34, PCI Express. Brooktrout P/N: 901-007-12.  | EA              | \$5,492.35  |
| BROOKTROUT TR1034-E4H-T1-1N-PCLE 4 PT   | OPEN TEXT    | S-CPRF265005100      | Brooktrout TR1034-E4H-T1-1N-PCle 4 pt T1/PRI Interface PCI Express, PCI Express bus, 4 digital channels, T1/PRI, T.38, Brooktrout P/N: 901-006-14.           | EA              | \$4,439.56  |
| BROOKTROUT TR1034-E8H-T1-1N-PCLE 8 PT   | OPEN TEXT    | S-CPRF265005200      | Brooktrout TR1034-E8H-T1-1N-PCle 8 pt T1/PRI Interface PCI Express, PCI Express bus, 8 digital channels, T1/PRI, T.38, Brooktrout P/N: 901-006-16.           | EA              | \$6,661.56  |
| BROOKTROUT TR1034-E16H-T1-1N-PCLE 16 PT | OPEN TEXT    | S-CPRF265005300      | Brooktrout TR1034-E16H-T1-1N-PCle 16 pt T1/PRI Interface PCI Express, PCI Express bus, 16 digital channels, T1/PRI, T.38, Brooktrout P/N: 901-006-09.        | EA              | \$10,923.25 |
| BROOKTROUT TR1034-E24H-T1-1N-PCLE 24 PT | OPEN TEXT    | S-CPRF265005400      | Brooktrout TR1034-E24H-T1-1N-PCle 24 pt T1/PRI Interface PCI Express, PCI Express bus, 24 digital channels, T1/PRI, T.38, Brooktrout P/N: 901-006-11.        | EA              | \$15,506.25 |
| BROOKTROUT TR1034+P2-2L-R BOARD         | OPEN TEXT    | S-CPRF265007600      | Brooktrout TR1034+P2-2L-R Fax Board, 2 channel analog, V.34, uPCI. Brooktrout P/N: 901-002-06.   | EA              | \$1,768.72  |
| BROOKTROUT TR1034+E2-2L FAX BOARD       | OPEN TEXT    | S-CPRF265007800      | Brooktrout TR1034+E2-2L Fax Board, 2 channel analog, V.34, PCI Express. Brooktrout P/N: 901-007-06.  | EA              | \$1,768.72  |
| TR1034 4 TO 8 CHANNEL UPGRADE           | OPEN TEXT    | S-CPRF2660001        | TR1034 4-Channel to 8-Channel License Key (T1), TR1034 (T1) 4-8 port upgrade. Brooktrout P/N: 950-100-25.  | EA              | \$3,985.17  |
| TR1034 4 TO 16 CHANNEL UPGRADE          | OPEN TEXT    | S-CPRF2660002        | TR1034 4-Channel to 16-Channel License Key (T1), TR1034 (T1) 4-16 port upgrade. Brooktrout P/N: 950-100-15.  | EA              | \$8,861.35  |

| Product Name                             | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|--|--------------|----------------------|--|-----------------|-------------|
| TR1034 4 TO 24 CHANNEL UPGRADE           | OPEN TEXT    | S-CPRF2660003        | TR1034 4-Channel to 24-Channel License Key (T1), TR1034 (T1) 4-24 port upgrade. Brooktrout P/N: 950-100-19.  | EA              | \$13,077.03 |
| TR1034 8 TO 16 CHANNEL UPGRADE           | OPEN TEXT    | S-CPRF2660004        | TR1034 8-Channel to 16-Channel License Key (T1), TR1034 (T1) 8-16 port upgrade. Brooktrout P/N: 950-100-16.  | EA              | \$6,201.61  |
| TR1034 8 TO 24 CHANNEL UPGRADE           | OPEN TEXT    | S-CPRF2660006        | TR1034 8-Channel to 24-Channel License Key (T1), TR1034 (T1) 8-24 port upgrade. Brooktrout P/N: 950-100-20.  | EA              | \$10,457.19 |
| TR1034 16 TO 24 CHANNEL UPGRADE          | OPEN TEXT    | S-CPRF2660008        | TR1034 16-Channel to 24-Channel License Key (T1), TR1034 (T1) 16-24 port upgrade. Brooktrout P/N: 950-100-18.  | EA              | \$6,104.09  |
| BROOKTROUT SR-140-2F - FOIP BOARDLESS    | OPEN TEXT    | S-CPRF2670003        | Brooktrout SR-140-2F - 2 Channel FoIP Boardless Fax Solution, 2 channel T.38, SIP, H.323, host based fax license. In addition, this part number can be used for additional boardless fax licenses by multiplying the number of channels less any volume d  | EA              | \$1,382.94  |
| RIGHTFAX SEARCHABLE PDF MODULE           | OPEN TEXT    | S-CPRF28000019       | RightFax Searchable PDF Module   | EA              | \$582.00    |
| RIGHTFAX BAR CODE ROUTING MODULE         | OPEN TEXT    | S-CPRF2800040000     | RightFax Bar Code Routing Module   | EA              | \$1,602.75  |
| OPEN TEXT CUSTOMER DEV PROGRAM           | OPEN TEXT    | S-CPRFOTDNDDEV       | Open Text Customer Developer Program - Single User, Annual single user subscription that includes tools and code samples, training and coding videos, access to methodology and best practices, access to the Open Text Developer Bulletin Board and sched | EA              | \$1,170.28  |
| RIGHTFAX SECUREDOKS MODULE               | OPEN TEXT    | S-CPRFPG0020173      | RightFax SecureDocs Module.  | EA              | \$5,315.04  |
| RIGHTFAX BUSINESS SERVER                 | OPEN TEXT    | S-CPRFPG2400002      | Server License - 1 Channel, Unlimited Users. Max 30 Channels.  | EA              | \$1,768.72  |
| RIGHTFAX ENTERPRISE SERVER               | OPEN TEXT    | S-CPRFPG2400003      | Server License - 1 Channel, Unlimited Users, WebClient, OCR router/connector, Docs on Demand, Teleconnect Modules.   | EA              | \$4,428.46  |
| RIGHTFAX ENTERPRISE SUITE                | OPEN TEXT    | S-CPRFPG2400004      | Enterprise Server - 1 Channel, Unlimited Users includes Add-on Software Modules: Exchange & Notes Gw, PDF, SNMP.   | EA              | \$8,674.77  |
| RIGHTFAX ENTERPRISE INTEGRATION          | OPEN TEXT    | S-CPRFPG2400005      | Includes RightFax Enterprise Suite, Integration Module, Filter, Host Notifications, InternetLink, SecureDocsUnlimited Inputs: File, Print, Oracle Purchasing 11i, Baan, SAPConnect, SAPScript, Oracle CRM, PeopleSoft, RightFax Embedded Codes, Filter, T  | EA              | \$17,840.55 |
| RIGHTFAX SATELLITE SERVER                | OPEN TEXT    | S-CPRFPG2400021      | RIGHTFAX SATELLITE SERVER.   | EA              | \$2,208.08  |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420001      | RightFax 9.3 Business Server to 9.3 Enterprise Server.   | EA              | \$3,098.59  |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420002      | RightFax 9.3 Business Server to 9.3 Enterprise Suite.  | EA              | \$6,644.90  |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420003      | RightFax 9.3 Business Server to 9.3 Enterprise Integration.  | EA              | \$15,510.68 |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420004      | RightFax 9.3 Enterprise Server to 9.3 Enterprise Suite.  | EA              | \$4,428.46  |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420005      | RightFax 9.3 Enterprise Server to 9.3 Enterprise Integration.  | EA              | \$13,294.24 |
| RIGHTFAX UPGRADE                         | OPEN TEXT    | S-CPRFPG2420006      | RightFax 9.3 Enterprise Suite to 9.3 Enterprise Integration.   | EA              | \$10,634.50 |
| RIGHTFAX CONNECTOR FOR FILENET           | OPEN TEXT    | S-CPRFPG2450003      | Requires Enterprise Server, Licensed for Unlimited Users.  | EA              | \$7,974.77  |
| RIGHTFAX ADDITIONAL DOC DELIVERY CHANNEL | OPEN TEXT    | S-CPRFPG2450007      | RightFax Additional Document Delivery Channels.  | EA              | \$799.16    |
| RIGHTFAX LOTUS NOTES MODULE              | OPEN TEXT    | S-CPRFPG2450011      | Licensed for Unlimited Users.  | EA              | \$1,602.75  |
| RIGHTFAX MS EXCHANGE MODULE              | OPEN TEXT    | S-CPRFPG2450012      | Licensed for Unlimited Users.  | EA              | \$1,602.75  |
| RIGHTFAX PDF MODULE                      | OPEN TEXT    | S-CPRFPG2450013      | Licensed for Unlimited Users, 1 Server Process, Supports PDF and Postscript Conversion.  | EA              | \$1,602.75  |
| RIGHTFAX WEB ACCESS                      | OPEN TEXT    | S-CPRFPG2450014      | Fax access via web. Unlimited users. One license required per server.  | EA              | \$1,768.72  |
| RIGHTFAX INTEGRATION MODULE              | OPEN TEXT    | S-CPRFPG2450015      | Requires RightFax Enterprise Server.   | EA              | \$8,674.77  |



| Product Name                              | Manufacturer | Manufacturer Part No       | Description   | Unit of Measure | State Price  |
|---|--------------|----------------------------|---|-----------------|--------------|
| RIGHTFAX CONNECTOR FOR SAP R/3            | OPEN TEXT    | S-CPRFPG2450016            | Requires Enterprise Server.   | EA              | \$7,688.19   |
| RIGHTFAX BUSINESS INTEGRATION MODULE      | OPEN TEXT    | S-CPRFPG2450017            | 1 Input Recognition, 1 Output (no email), Limited to 2 channels of Integration Traffic.   | EA              | \$2,655.30   |
| RIGHTFAX SHARED SERVICES MODULE           | OPEN TEXT    | S-CPRFPG2450018            | RightFax Shared Services Module, An option for up to 4 RightFax Enterprise Servers to share a single RightFax SQL Database and Services. Must be purchased for each RightFax Enterprise Server designated to share a single RightFax database, legacy par | EA              | \$1,602.75   |
| RIGHTFAX MFP MODULE 3.0                   | OPEN TEXT    | S-CPRFPG2450023            | RightFax MFP Module 3.0, cost is per device.  | EA              | \$500.92     |
| RIGHTFAX XML GENERATOR                    | OPEN TEXT    | S-CPRFPG2450024            | Specialized adapter for exporting received faxes as XML data packages which contain fax meta data in XML format that accompany fax images. Includes configuration wizard.   | EA              | \$4,428.46   |
| RIGHTFAX BRANCH OFFICE SERVER             | OPEN TEXT    | S-CPRFPGBOSMG-A            | RIGHTFAX BRANCH OFFICE SERVER   | EA              | \$4,195.00   |
| RIGHTFAX DOCUMENT CHANNEL - FOIP          | OPEN TEXT    | S-CPRFPGDDCFOIP            | RightFax Document Delivery Channel - FoIP Enabled   | EA              | \$1,289.00   |
| RIGHTFAX FOIP ENABLE EXISTING             | OPEN TEXT    | S-CPRFPGDDCFOIPU           | FoIP Enable an existing Document Delivery Channel   | EA              | \$499.00     |
| RIGHTFAX BUNDLE FOR MS EXCHANGE 2010      | OPEN TEXT    | S-CPRPGMSX2010             | RIGHTFAX BUNDLE FOR MS EXCHANGE 2010.   | EA              | \$5,615.33   |
| OPEN TEXT WORKFLOW - SINGLE DEVELOPER     | OPEN TEXT    | S-CPWF4400023              | Open Text Workflow - Single Developer Seat. Required for each developer developing or maintaining Open Text Workflow applications. Open Text Workflow formerly called Teamplate.  | EA              | \$4,432.89   |
| OPEN TEXT WORKFLOW PROD RUNTIME STANDARD  | OPEN TEXT    | S-CPWF4400025              | Open Text Workflow Production Runtime Standard Server, Open Text Workflow formerly called Teamplate.  | EA              | \$6,648.75   |
| OPEN TEXT WORKFLOW UNLIMITED DEVELOPERS   | OPEN TEXT    | S-CPWF4400028              | Open Text Workflow Unlimited Developers, Permits unlimited developers to develop or maintain Open Text Workflow applications. Open Text Workflow formerly called Teamplate.   | EA              | \$22,164.45  |
| OPEN TEXT WORKFLOW PROD RUNTIME ADVANCED  | OPEN TEXT    | S-CPWF4400029              | Open Text Workflow Production Runtime Advanced Server, 1 CPU. Open Text Workflow formerly called Teamplate.   | EA              | \$22,164.45  |
| WAVE APPLICATION STARTER PACK             | OPEN TEXT    | S-WE-APPSTART-KIT          | Open Text Mobile Wave Application Starter Pack  | EA              | \$90,675.00  |
| WAVE APPLICATION STARTER PACK MAINT       | OPEN TEXT    | S-WE-APPSTART-KIT MAINT    | Open Text Mobile Wave Application Starter Pack Maint  | EA              | \$18,135.00  |
| WAVE PLATFORM DEVELOPER TOOLS PROGRAM FEE | OPEN TEXT    | S-WE-DEVPROGFEE            | Open Text Mobile Wave Platform Developer Tools Program Fee  | EA              | \$22,688.75  |
| WAVE PLATFORM DEV TOOLS PROGRAM FEE MAINT | OPEN TEXT    | S-WE-DEVPROGFEE MAINT      | Open Text Mobile Wave Platform Developer Tools Program Fee Maint  | EA              | \$4,533.75   |
| WAVE PLATFORM DEVELOPER TOOLS USERS       | OPEN TEXT    | S-WE-DEVUSERS              | Open Text Mobile Wave Platform Developer Tools Users  | EA              | \$1,088.10   |
| WAVE PLATFORM DEV TOOLS USERS MAINT       | OPEN TEXT    | S-WE-DEVUSERS-MAINT        | Open Text Mobile Wave Platform Developer Tools Users Maint  | EA              | \$217.62     |
| WAVE ENT NODE LICENSE - HOT STANDBY       | OPEN TEXT    | S-WE-ENTNODEHS-KIT         | Open Text Mobile Wave Platform Enterprise Node License - Hot Standby  | EA              | \$72,540.00  |
| WAVE PLATFORM ENT - HOT STANDBY MAINT     | OPEN TEXT    | S-WE-ENTNODEHS-KIT MAINT   | Open Text Mobile Wave Platform Enterprise Node License - Hot Standby Maint  | EA              | \$14,508.00  |
| WAVE ENT NODE LICENSE - PRODUCTION        | OPEN TEXT    | S-WE-ENTNODEPR-KIT         | Open Text Mobile Wave Platform Enterprise Node License - Production   | EA              | \$145,080.00 |
| WAVE ENT NODE LICENSE - PRODUCTION MAINT  | OPEN TEXT    | S-WE-ENTNODEPR-KIT MAINT   | Open Text Mobile Wave Platform Enterprise Node License - Production Maint   | EA              | \$29,016.00  |
| WAVE LICENSE - HOT STANDBY TO PROD UPG    | OPEN TEXT    | S-WE-ENTNODEPRUPGKIT       | Open Text Mobile Wave Platform Enterprise Node License - Hot Standby to Production Upgrade  | EA              | \$72,540.00  |
| WAVE LICENSE - HOT STANDBY TO PROD UPGM   | OPEN TEXT    | S-WE-ENTNODEPRUPGKIT-MAINT | Open Text Mobile Wave Platform Enterprise Node License - Hot Standby to Production Upgrade Maint  | EA              | \$14,508.00  |

| Product Name                             | Manufacturer | Manufacturer Part No        | Description  | Unit of Measure | State Price |
|--|--------------|-----------------------------|--|-----------------|-------------|
| WAVE PLATFORM NON-PRODUCTION BUNDLE      | OPEN TEXT    | S-WE-NONPROD-KIT            | Open Text Mobile Wave Platform Non-Production Bundle   | EA              | \$54,405.00 |
| WAVE PLATFORM NON-PROD BUNDLE MAINT      | OPEN TEXT    | S-WE-NONPROD-KITMAINT       | Open Text Mobile Wave Platform Non-Production Bundle Maint   | EA              | \$10,881.00 |
| WAVE SUPPLEMENTARY - HOT STANDBY         | OPEN TEXT    | S-WE-SUPPNODEHS-KIT         | Open Text Mobile Wave Platform Supplementary Node License - Hot Standby  | EA              | \$36,270.00 |
| WAVE SUPPLEMENTARY - HOT STANDBY MAINT   | OPEN TEXT    | S-WE-SUPPNODEHS-KITMAINT    | Open Text Mobile Wave Platform Supplementary Node License - Hot Standby Maint  | EA              | \$7,254.00  |
| WAVE SUPPLEMENTARY - PRODUCTION          | OPEN TEXT    | S-WE-SUPPNODEPR-KIT         | Open Text Mobile Wave Platform Supplementary Node License - Production   | EA              | \$72,540.00 |
| WAVE SUPPLEMENTARY - PRODUCTION MAINT    | OPEN TEXT    | S-WE-SUPPNODEPR-KITMAINT    | Open Text Mobile Wave Platform Supplementary Node License - Production Maint   | EA              | \$14,508.00 |
| WAVE SUPPLEMENTARY - SB TO PROD UPG      | OPEN TEXT    | S-WE-SUPPNODEPRUPGKIT       | Open Text Mobile Wave Platform Supplementary Node License - Hot Standby to Production Upgrade  | EA              | \$36,270.00 |
| WAVE SUPPL - HOT SB TO PROD UPG MAINT    | OPEN TEXT    | S-WE-SUPPNODEPRUPGKIT-MAINT | Open Text Mobile Wave Platform User-Generated Content Node License - Hot Standby   | EA              | \$7,254.00  |
| WAVE USER-GENERATED CONTENT HOT STANDBY  | OPEN TEXT    | S-WE-UGCNODEHS-KIT          | Open Text Mobile Wave Platform User-Generated Content Node License - Hot Standby   | EA              | \$18,135.00 |
| WAVE USER-GENERATED CONTENT HOT SB MAINT | OPEN TEXT    | S-WE-UGCNODEHS-KITMAINT     | Open Text Mobile Wave Platform User-Generated Content Node License - Hot Standby Maint   | EA              | \$3,627.00  |
| WAVE USER-GENERATED CONTENT NON PROD     | OPEN TEXT    | S-WE-UGCNODENP-KIT          | Open Text Mobile Wave Platform User-Generated Content Node License - Non-Production  | EA              | \$9,067.50  |
| WAVE USER-GEN CONTENT NON PROD MAINT     | OPEN TEXT    | S-WE-UGCNODENP-KITMAINT     | Open Text Mobile Wave Platform User-Generated Content Node License - Non-Production Maint  | EA              | \$1,813.50  |
| WAVE USER-GENERATED CONTENT PROD         | OPEN TEXT    | S-WE-UGCNODEPR-KIT          | Open Text Mobile Wave Platform User-Generated Content Node License - Production  | EA              | \$36,270.00 |
| WAVE USER-GENERATED CONTENT PROD MAINT   | OPEN TEXT    | S-WE-UGCNODEPR-KITMAINT     | Open Text Mobile Wave Platform User-Generated Content Node License - Production Maint  | EA              | \$7,254.00  |
| WAVE USER-GEN CONTENT HOT SB TO PROD UPG | OPEN TEXT    | S-WE-UGCNODEPRUPGKIT        | Open Text Mobile Wave Platform User-Generated Content Node License - Hot Standby to Production Upgrade   | EA              | \$18,135.00 |
| WAVE USER-GEN HOT SB TO PROD UPG MAINT   | OPEN TEXT    | S-WE-UGCNODEPRUPGKIT-MAINT  | Open Text Mobile Wave Platform User-Generated Content Node License - Hot Standby to Production Upgrade Maint   | EA              | \$3,627.00  |
| WAVE USER-GENERATED CONTENT STARTER PACK | OPEN TEXT    | S-WE-UGCSTART-KIT           | Open Text Mobile Wave Platform User-Generated Content Starter Pack   | EA              | \$14,508.00 |
| WAVE USER-GEN CONTENT STARTER PACK MAINT | OPEN TEXT    | S-WE-UGCSTART-KITMAINT      | Open Text Mobile Wave Platform User-Generated Content Starter Pack Maint   | EA              | \$2,901.60  |
| PANASONIC KV-S1015C SCANNER              | PANASONIC    | KV-S1015C                   | Panasonic KV-S1015C Scanner, 20 ppm/40 ipm at 200 dpi, 50-page ADF, Color, Duplex, Ultrasonic Double Feed Protection, Dog-Ear Detection, Long Paper Scanning up to 100", Hard card scanning, Document Output Control, Automatic Brightness Adjustment, Bun | EA              | \$491.00    |
| PANASONIC KV-S1020C SCANNER              | PANASONIC    | KV-S1020C                   | Panasonic KV-S1020C Scanner, 26 ppm / 52 ipm, Simplex, Bitonal / Color, ADF, USB.  | EA              | \$848.00    |
| PANASONIC KV-S1025C SCANNER              | PANASONIC    | KV-S1025C                   | Panasonic KV-S1025C Scanner, 26 ppm / 52 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$902.70    |
| PANASONIC KV-S1026C SCANNER              | PANASONIC    | KV-S1026C                   | Panasonic KV-S1026C Scanner, 30 ppm/60 ipm at 200 dpi, 50-page ADF, Color, Duplex, Ultrasonic Double Feed Protection, Dog-Ear Detection, Long Paper Scanning up to 100", Hard card scanning, Document Output Control, Automatic Brightness Adjustment, Bun | EA              | \$551.91    |
| PANASONIC KV-S1045C SCANNER              | PANASONIC    | KV-S1045C                   | Panasonic KV-S1045C Scanner, 40ppm/80ipm, Duplex, Color, Bitonal, ADF, USB 2.0.  | EA              | \$964.12    |
| PANASONIC KV-S1046C                      | PANASONIC    | KV-S1046C                   | Panasonic KV-S1046C scanner, 40 ppm/80 ipm , Simplex/Duplex, Bitonal/Color, ADF , USB.   | EA              | \$998.99    |
| PANASONIC KV-S1065C SCANNER              | PANASONIC    | KV-S1065C                   | Panasonic KV-S1065C Scanner, 60 ppm/120 ipm , Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$1,070.85  |

| Product Name                     | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|----------------------------------|--------------|----------------------|--|-----------------|-------------|
| PANASONIC KV-S2026C SCANNER      | PANASONIC    | KV-S2026C            | Panasonic KV-S2026C Scanner, 24 ppm/ 42 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB.                                     | EA              | \$1,033.00  |
| PANASONIC KV-S2028C SCANNER      | PANASONIC    | KV-S2028C            | Panasonic KV-S2028C Scanner, 24 ppm/42 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$1,453.77  |
| PANASONIC KV-S2046C SCANNER      | PANASONIC    | KV-S2046C            | Panasonic KV-S2046C Scanner, 43 ppm/ 76 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB.                                     | EA              | \$2,084.50  |
| PANASONIC KV-S2048C SCANNER      | PANASONIC    | KV-S2048C            | Panasonic KV-S2048C Scanner, 43 ppm/76 ipm, Simplex/Duplex, Bitonal/Color, ADF, USB.   | EA              | \$2,831.46  |
| PANASONIC KV-S3065CL SCANNER     | PANASONIC    | KV-S3065CL           | Panasonic KV-S3065CL Scanner, 65 ppm/ 120 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable.               | EA              | \$3,648.50  |
| PANASONIC KV-S3065CW SCANNER     | PANASONIC    | KV-S3065CW           | Panasonic KV-S3065CW Scanner, 65 ppm/ 120 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable.               | EA              | \$4,133.50  |
| PANASONIC KV-S3085 SCANNER       | PANASONIC    | KV-S3085             | Panasonic KV-S3085 Scanner, 88 ppm/ 166 ipm, Simplex/Duplex, Bitonal, ADF, SCSI/USB, upgradeable to color, includes USB cable. | EA              | \$15,648.62 |
| PANASONIC KV-S3105C SCANNER      | PANASONIC    | KV-S3105C            | Panasonic KV-S3105C Scanner, 105 ppm/ 190 ipm, Simplex/Duplex, Bitonal/Color, ADF, SCSI/USB, includes USB cable.               | EA              | \$14,541.50 |
| PANASONIC KV-S4065CL SCANNER     | PANASONIC    | KV-S4065CL           | Panasonic KV-S4065CL Scanner, 80ppm/160ipm, Duplex, Bitonal/Color/Grayscale, ADF, USB 2.0.                                     | EA              | \$4,627.50  |
| PANASONIC KV-S4065CW SCANNER     | PANASONIC    | KV-S4065CW           | Panasonic KV-S4065CW Scanner, 80ppm/160ipm, Duplex, Bitonal.   | EA              | \$5,114.50  |
| PANASONIC KV-S4085CL SCANNER     | PANASONIC    | KV-S4085CL           | Panasonic KV-S4085CL Scanner, 100ppm/200ipm, Duplex, Bitonal/Color/Grayscale, ADF, USB 2.0.                                    | EA              | \$8,094.50  |
| PANASONIC KV-S4085CW SCANNER     | PANASONIC    | KV-S4085CW           | Panasonic KV-S4085CW Scanner, 100ppm/200ipm, Duplex, Bitonal/Color/Grayscale, ADF, USB 2.0.                                    | EA              | \$7,174.50  |
| PANASONIC KV-S5055C SCANNER      | PANASONIC    | KV-S5055C            | Panasonic KV-S5055C Scanner, 90ppm/180ipm, Simplex, Duplex, Bitonal/Color.   | EA              | \$3,214.50  |
| PANASONIC KV-S7065C SCANNER      | PANASONIC    | KV-S7065C            | Panasonic KV-S7065C Scanner, 60 ppm/ 100 ipm, Simplex/Duplex, Bitonal/Color, Flatbed/ADF, SCSI/USB.                            | EA              | \$5,331.50  |
| PANASONIC KV-S7075C SCANNER      | PANASONIC    | KV-S7075C            | Panasonic KV-S7075C Scanner, 95 ppm/ 190 ipm, 200 Sheet ADF, Flatbed.  | EA              | \$6,100.59  |
| TOPAZ IDGEM STAND ALONE UNIT     | TOPAZ        | Z-F-P134-USB         | TOPAZ IDGem Stand Alone Unit Signature Pad.  | EA              | \$135.00    |
| TOPAZ CLIPGEM LETTER 8.5X11      | TOPAZ        | Z-T-C912-B           | TOPAZ ClipGem Letter 8.5x11 Signature Pad.   | EA              | \$340.00    |
| TOPAZ CLIPGEM LETTER 8.5X11      | TOPAZ        | Z-T-C912-HSB         | TOPAZ ClipGem Letter 8.5x11 Signature Pad.   | EA              | \$375.00    |
| TOPAZ CLIPGEM LEGAL 8.5X14       | TOPAZ        | Z-T-C916-B           | TOPAZ ClipGem Legal 8.5x14 Signature Pad.  | EA              | \$425.00    |
| TOPAZ CLIPGEM LEGAL 8.5X14       | TOPAZ        | Z-T-C916-HSB         | TOPAZ ClipGem Legal 8.5x14 Signature Pad.  | EA              | \$445.00    |
| TOPAZ IDLITE LCD 1X5 - AUTHENTIC | TOPAZ        | Z-TF-LBK480-HSB      | TOPAZ IDLite LCD 1x5 - Authentic Signature Pad.  | EA              | \$375.00    |
| TOPAZ IDGEM LCD 1X5 - AUTHENTIC  | TOPAZ        | Z-TF-LBK482-HSB      | TOPAZ IDGem LCD 1x5 - Authentic Signature Pad.   | EA              | \$495.00    |
| TOPAZ IDLITE LCD 1X5 - DIGITAL   | TOPAZ        | Z-TF-LBK463-HSB      | TOPAZ IDLite LCD 1x5 - Digital Persona Signature Pad.  | EA              | \$385.00    |
| TOPAZ IDGEM LCD 1X5 - DIGITAL    | TOPAZ        | Z-TF-LBK464-HSB      | TOPAZ IDGem LCD 1x5 - Digital Persona Signature Pad.   | EA              | \$480.00    |
| TOPAZ IDGEM LCD 4X3              | TOPAZ        | Z-TF-LBK755-HSB      | TOPAZ IDGem LCD 4x3 Signature Pad.   | EA              | \$610.00    |
| TOPAZ IDLITE 1X5 - AUTHENTIC     | TOPAZ        | Z-TF-S460-HSB        | TOPAZ IDLite 1x5 - Authentic Signature Pad.  | EA              | \$305.00    |
| TOPAZ IDLITE 1X5 - DIGITAL       | TOPAZ        | Z-TF-S463-HSB        | TOPAZ IDLite 1x5 - Digital Persona Signature Pad.  | EA              | \$305.00    |
| TOPAZ IDGEM 4X5                  | TOPAZ        | Z-TF-S751-HSB        | TOPAZ IDGem 4x5 Signature Pad.   | EA              | \$375.00    |
| TOPAZ SIGLITE LCD 1X5            | TOPAZ        | Z-T-L460-B           | TOPAZ SigLite LCD 1x5 Signature Pad.   | EA              | \$210.00    |
| TOPAZ SIGLITE LCD 1X5            | TOPAZ        | Z-T-L460-HSB         | TOPAZ SigLite LCD 1x5 Signature Pad.   | EA              | \$210.00    |
| TOPAZ SIGNATUREGEM LCD 1X5       | TOPAZ        | Z-T-L462-B           | TOPAZ SignatureGem LCD 1X5 Signature Pad.  | EA              | \$295.00    |

| Product Name                       | Manufacturer | Manufacturer Part No | Description  | Unit of Measure | State Price |
|------------------------------------|--------------|----------------------|--|-----------------|-------------|
| TOPAZ SIGNATUREGEM LCD 1X5         | TOPAZ        | Z-T-L462-HSB         | TOPAZ SignatureGem LCD 1x5 Signature Pad.  | EA              | \$320.00    |
| TOPAZ SIGLITE BACKLIT LCD 1X5      | TOPAZ        | Z-T-LBK460-B         | TOPAZ SigLite Backlit LCD 1x5 Signature Pad.   | EA              | \$232.00    |
| TOPAZ SIGLITE BACKLIT LCD 1X5      | TOPAZ        | Z-T-LBK460-HSB       | TOPAZ SigLite Backlit LCD 1x5 Signature Pad.   | EA              | \$235.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 1X5 | TOPAZ        |                      |  |                 |             |
| TOPAZ SIGNATUREGEM BACKLIT LCD 1X5 | TOPAZ        | Z-T-LBK462-B         | TOPAZ SignatureGem Backlit LCD 1x5 Signature Pad.  | EA              | \$325.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 1X5 | TOPAZ        | Z-T-LBK462-HSB       | TOPAZ SignatureGem Backlit LCD 1x5 Signature Pad.  | EA              | \$330.00    |
| TOPAZ KIOSKGEM BACKLIT LCD 1X5     | TOPAZ        | Z-T-LBK462-KAB       | TOPAZ KioskGem Backlit LCD 1x5 Signature Pad.  | EA              | \$380.00    |
| TOPAZ KIOSKGEM BACKLIT LCD 1X5     | TOPAZ        |                      |  |                 |             |
| TOPAZ KIOSKGEM BACKLIT LCD 4X3     | TOPAZ        | Z-T-LBK462-KAHSB     | TOPAZ KioskGem Backlit LCD 1x5 Signature Pad.  | EA              | \$395.00    |
| TOPAZ SIGLITE BACKLIT LCD 4X3      | TOPAZ        | Z-T-LBK750-BHSB      | TOPAZ SigLite Backlit LCD 4x3 Signature Pad.   | EA              | \$280.00    |
| TOPAZ SIGLITE BACKLIT LCD 4X3      | TOPAZ        | Z-T-LBK750-SEBH      | TOPAZ SigLite Backlit LCD 4x3 Signature Pad.   | EA              | \$305.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X3 | TOPAZ        |                      |  |                 |             |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X3 | TOPAZ        | Z-T-LBK755-BHSB      | TOPAZ SignatureGem Backlit LCD 4x3 Signature Pad.  | EA              | \$485.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X3 | TOPAZ        |                      |  |                 |             |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X5 | TOPAZ        | Z-T-LBK755-SEBH      | TOPAZ SignatureGem Backlit LCD 4x3 Signature Pad.  | EA              | \$440.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X5 | TOPAZ        | Z-T-LBK766-BHSB      | TOPAZ SignatureGem Backlit LCD 4x5 Signature Pad.  | EA              | \$555.00    |
| TOPAZ SIGNATUREGEM BACKLIT LCD 4X5 | TOPAZ        |                      |  |                 |             |
| TOPAZ SIGNATUREGEM 1X5 SERIAL      | TOPAZ        | Z-T-LBK766-SEBH      | TOPAZ SignatureGem Backlit LCD 4x5 Signature Pad.  | EA              | \$555.00    |
| TOPAZ SIGNATUREGEM 1X5 HID-USB     | TOPAZ        | Z-T-S261-B           | TOPAZ SignatureGem 1x5 Serial Signature Pad.   | EA              | \$184.00    |
| TOPAZ KIOSKGEM 1X5                 | TOPAZ        | Z-T-S261-HSB         | TOPAZ SignatureGem 1x5 HID-USB Signature Pad.  | EA              | \$195.00    |
| TOPAZ KIOSKGEM 1X5                 | TOPAZ        | Z-T-S261-KB          | TOPAZ KioskGem 1x5 Signature Pad.  | EA              | \$225.00    |
| TOPAZ SIGLITE 1X5                  | TOPAZ        | Z-T-S261-KHSB        | TOPAZ KioskGem 1x5 Signature Pad.  | EA              | \$245.00    |
| TOPAZ SIGLITE 1X5                  | TOPAZ        | Z-T-S460-B           | TOPAZ SigLite 1x5 Signature Pad.   | EA              | \$90.00     |
| TOPAZ SIGLITE SLIM 1X5             | TOPAZ        | Z-T-S460-HSB         | TOPAZ SigLite 1x5 Signature Pad.   | EA              | \$90.00     |
| TOPAZ SIGNATUREGEM 4X5 SERIAL      | TOPAZ        | Z-T-S461-HSB         | TOPAZ SigLite Slim 1x5 Signature Pad.  | EA              | \$109.00    |
| TOPAZ SIGNATUREGEM 4X5 HID-USB     | TOPAZ        | Z-T-S751-B           | TOPAZ SignatureGem 4x5 Serial Signature Pad.   | EA              | \$184.00    |
|                                    | TOPAZ        | Z-T-S751-HSB         | TOPAZ SignatureGem 4x5 HID-USB Signature Pad.  | EA              | \$223.00    |
|                                    |              |                      | TOPAZ DeskGem 1x5 HID-USB Signature Pad. Mousepad w/integrated SG 1x5 DeskGem is a desktop-sized electronic signature pad designed to free up space in a user's work area. This unique design fits high-quality active digitizer technology into a chassis |                 |             |
| TOPAZ DESKGEM 1X5 HID-USB          | TOPAZ        | Z-T-S981-HSB         |  | EA              | \$194.00    |

## **Exhibit II**

This page was intentionally left blank. No additional software or user licensing has been added.

Exhibit III

**STANDARD AFFIRMATION AND DISCLOSURE FORM**  
**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

570 POLARIS PARKWAY SK 125  
(Address)

WESTERVILLE OH 43082  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

570 POLARIS PARKWAY SK 125  
(Address)

WESTERVILLE OH 43082  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

N/A  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By:

\_\_\_\_\_  
Contractor

Print Name:

\_\_\_\_\_  
MARK J. Bucky

Title:

\_\_\_\_\_  
Partner

Date:

\_\_\_\_\_  
5/14/2013