

CONTRACT SUPPLEMENT  
RFP-37 Rev. 11/22/16  
Prev. Rev. 4/28/14

Jill Belisle  
Contract Specialist

860-713-5149  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

18PSX0032

Contract Award Date:

3 December 2018

Proposal Due Date:

25 June 2018

SUPPLEMENT DATE:

10 January 2019

## CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Office Supplies, Toner and Cut Sheet Paper

**FOR:**  
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

**TERM OF CONTRACT:**  
1 January 2019 through 31 December 2024

**AGENCY REQUISITION NUMBER:**

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

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

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

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

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

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

### CONTRACTOR INFORMATION:

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

Note: Supplement #2 has been issued with the following updates:

- Updated Contactor Information - CCPA
- Toner is available in the Core CT Catalog for Aztec Technologies and CCPA
- Suburban Stationers – Revised pricing for Item #104, 105, 106, 107 & 108
- WB Mason – Non-Core Paper should be 72% not 52% off catalog

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

APPROVED \_\_\_\_\_

JILL BELISLE

Contract Specialist

(Original Signature on Document in Procurement Files)

**(CERTIFIED SMALL BUSINESS COMPANY)**

**CONTRACTOR INFORMATION:**

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

Company Name: **Aztec Technologies, LLC**

Company Address: **35 Philmack Drive, Suite B100, Middletown, CT 06457**

Tel. No.: **866-677-9844**

Fax No.: **866-677-9848**

Contact Person: **Cathy Kies**

**Delivery: Next Business Day**

Company E-mail Address and/or Company Web Site: [kiesc@aztectechnologies.com](mailto:kiesc@aztectechnologies.com) or [www.aztecoffice.com](http://www.aztecoffice.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**CONTRACTOR INFORMATION:**

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

Company Name: **CT Community Nonprofit Alliance, Inc.**

Company Address: **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**

Tel. No.: **860-257-7909**

Contact Person: **Paul Giguere**

**Delivery: Next Business Day**

Company E-mail Address and/or Company Web Site: [www.ctnonprofitalliance.org](http://www.ctnonprofitalliance.org)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**CONTRACTOR INFORMATION:**

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

Company Name: **Suburban Stationers, Inc.**

Company Address: **693 High Street, Middletown, CT 06457**

Tel. No.: **860-347-0299**

Fax No.: **860-347-5051**

**Delivery: Next Business Day**

Contact Person: **Bob Shulman**

Company E-mail Address and/or Company Web Site: [bobs@suburbanop.com](mailto:bobs@suburbanop.com) or [www.suburbanop.com](http://www.suburbanop.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**(NON-SMALL BUSINESS COMPANY)**

**CONTRACTOR INFORMATION:**

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

Company Name: **W.B. Mason Co., Inc.**

Company Address: **PO Box 111, Brockton, MA 02303**

Tel. No.: **800-242-5892, x8644**

Fax No.: **800-262-1622**

**Delivery: Nest Business Day**

Contact Person: **Cassandra Teveris**

**Cell: 860-841-6598**

Company E-mail Address and/or Company Web Site: [Cassandra.Teveris@wbmason.com](mailto:Cassandra.Teveris@wbmason.com) or [www.wbmason.com](http://www.wbmason.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Jill Belisle  
Contract Specialist

860-713-5149  
Telephone Number

CONTRACT AWARD NO.: <b>18PSX0032</b>
Contract Award Date: 3 December 2018
Proposal Due Date: 25 June 2018
SUPPLEMENT DATE: <b>27 December 2018</b>

**CONTRACT AWARD SUPPLEMENT #1**  
**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: Office Supplies, Toner and Cut Sheet Paper

<b>FOR:</b> All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations		<b>TERM OF CONTRACT:</b> 1 January 2019 through 31 December 2024	
		<b>AGENCY REQUISITION NUMBER:</b>	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			No Change

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

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

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

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

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

## Instructions for Ordering Office Supplies, Cut Sheet Paper and Toner

Effective January 1, 2019, the following can be used for ordering Office Supplies:

- Contractor's website using your P-card
- ePro Punch-Out – Suburban Stationers
- ePro Requisition
- Core CT Catalog –Aztec and CCPA
- Phone/fax/email

**Note:** A supplement will be issued as contractors are added to ePro Punch-Out.  
See next page for contractor information.

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

APPROVED \_\_\_\_\_

**JILL BELISLE**

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACTOR INFORMATION

<b>Aztec Technologies, Inc.</b>	
<b>Contract Administrator</b>  Cathy Kies, President Phone: 866-677-9844 ext. 7243	<b>Order Placement:</b>  Phone/Fax: 866-677-9844 Login: dastoner@aztectechnologies.com Password: pricelookup123 Online: <a href="http://www.aztectechnologies.com">www.aztectechnologies.com</a>
<p>Note: To place your initial online order, please contact customer service @866-677-9844 or <a href="mailto:sales@aztechnologies.com">sales@aztechnologies.com</a> to request a user account and login credentials.</p> <p>Aztec Technologies accepts orders through all methods, from basic order acceptance (Purchase Orders, phone, fax, email).</p>	
<b>Connecticut Community Providers Association (CCPA) rev. 1/2019</b>	
<b>Contract Administrator</b>  Paul Giguere Phone: (860) 257-7909	<b>Order Placement:</b>  Nonprofit Alliance: Preferred Purchasing Assistant Manager: Natalie Delarosa: 860-257-7909, ext. 1056  Core-CT Email PO to: <a href="mailto:ndelarosa@ctnonprofitalliance.org">ndelarosa@ctnonprofitalliance.org</a>  Telephone: 860-257-7909  Facsimile: 860-257-7777
<p>CCPA orders can be place via CoreCT, telephone, email, or facsimile. To obtain contract pricing, please identify yourself as a State of Connecticut contract customer.</p>	

**Suburban Stationers, Inc.**

<b>Contract Administrator</b> Bob Shulman-Key Outside Sales Contact Business Phone: 860-347-0299 Fax: (860) 347-5051	<b>Order Placement:</b> Phone: 860-347-0299 Fax: 860-347-5051 Login: state Password: contract Online: <a href="http://pinfinity.net/">http://pinfinity.net/</a>
Sales and Customer Service Representatives: George Simpson / Doreen Shappy  Key inside sales/customer service contact Ray Bourret – Outside sales contact  Telephone: (860)347-0299 Fax: (860)347-5051	Client Agencies have the ability to access the Contractor's e-commerce website to check current State pricing. Client Agencies required to use the State's e-commerce (CoreCT) have the ability to place orders thorough e-Pro Punch Out.  Political Subdivisions of the State and Not-for-Profit Organization are able to place orders online using the Contractor's website using their P-Card or purchase order number.

Suburban Stationers accepts orders through all methods, from basic order acceptance (CoreCT, phone/fax/email), to highly computerized and automatic methods including automatic retrieval of email orders and Direct Connect e-commerce orders.

**W.B. Mason Co., Inc.**

<b>Contract Administrator</b> Cassandra Teveris- CT Account Manager & Primary Administrative Lead/Key Contact Business Phone: (888) 926-2766, x8644 Cell Phone: (860) 841-6598 E-Mail: <a href="mailto:Cassandra.teveris@wbmason.com">Cassandra.teveris@wbmason.com</a>  Rick Aguado- State of CT dedicated inside Customer Service Representative Business Phone: (888) 926-2766 x1641 E-Mail: <a href="mailto:rick.aguado@wbmason.com">rick.aguado@wbmason.com</a>	<b>Order Placement:</b> Phone: 888-926-2766 X 1641 Fax: 800-262-1622 Email: <a href="mailto:customerstateofct@wbmason.com">customerstateofct@wbmason.com</a> Online: <a href="http://www.wbmason.com">www.wbmason.com</a>  To Price check: Login: stateofCT Password: mason For ordering: Use individual account
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W.B. Mason accepts orders online at [www.wbmason.com](http://www.wbmason.com), toll free telephone, toll-free fax, and via EDI.



CONTRACT AWARD  
RFP-38 Rev. 11/18/16  
Prev. Rev. 3/12/14

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Jill Belisle  
Contract Specialist

860-713-5149  
Telephone Number

CONTRACT AWARD NO.:

18PSX0032

Contract Award Date:

03 December 2018

RFP Due Date:

25 June 2018

## CONTRACT AWARD

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

DESCRIPTION: **Office Supplies, Toner and Cut Sheet Paper**

FOR:  
**All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations**

TERM OF CONTRACT:  
**1 January 2019 through 31 December 2024**

AGENCY REQUISITION NUMBER: 000000879

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
	State: \$10,600,000 Political Subdivisions : \$2,000,000	State: \$15,000,000 Political Subdivisions: \$10,000,000	State: \$25,600,000 Political Subdivisions: \$12,000,000 (5 Year Estimate)

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

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

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

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

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

APPROVED \_\_\_\_\_

**MELODY A. CURREY**

Commissioner

(Original Signature on Document in Procurement Files)

**(CERTIFIED SMALL BUSINESS COMPANY)**

**CONTRACTOR INFORMATION:**

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

Company Name: **Aztec Technologies, LLC**

Company Address: **35 Philmack Drive, Suite B100, Middletown, CT 06457**

Tel. No.: **866-677-9844**

Fax No.: **866-677-9848**

Contract Value: **\$300,000 Estimate**

Contact Person: **Cathy Kies**

Delivery: **Next Business Day**

Company E-mail Address and/or Company Web Site: [kiesc@aztectechnologies.com](mailto:kiesc@aztectechnologies.com) or [www.aztecoffice.com](http://www.aztecoffice.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**CONTRACTOR INFORMATION:**

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

Company Name: **CT Community Nonprofit Alliance, Inc.**

Company Address: **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**

Tel. No.: **860-257-7909**

Contract Value: **\$300,000 Estimate**

Contact Person: **Paul Giguere**

Delivery: **Next Business Day**

Company E-mail Address and/or Company Web Site: [www.ctnonprofitalliance.org](http://www.ctnonprofitalliance.org)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**CONTRACTOR INFORMATION:**

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

Company Name: **Suburban Stationers, Inc.**

Company Address: **693 High Street, Middletown, CT 06457**

Tel. No.: **860-347-0299**

Fax No.: **860-347-5051**

Contract Value: **\$10,000,000 Estimate**

Contact Person: **Bob Shulman**

Political Subdivision: **\$2,000,000 Estimate**

Company E-mail Address and/or Company Web Site: [bobs@suburbanop.com](mailto:bobs@suburbanop.com) or [www.suburbanop.com](http://www.suburbanop.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 30**

**(NON-SMALL BUSINESS COMPANY)**

**CONTRACTOR INFORMATION:**

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

Company Name: **W.B. Mason Co., Inc.**

Company Address: **PO Box 111, Brockton, MA 02303**

Tel. No.: **800-242-5892, x8644**

Fax No.: **800-262-1622**

Contract Value: **\$15,000,000 Estimate**

Contact Person: **Cassandra Teveris**

Political Subdivision: **\$10,000,000 Estimate**

Cell: **860-841-6598**

Delivery: **Next Business Day**

Company E-mail Address and/or Company Web Site: [Cassandra.Teveris@wbmason.com](mailto:Cassandra.Teveris@wbmason.com) or [www.wbmason.com](http://www.wbmason.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**



# Contract Award No.: 18PSX0032

## OFFICE SUPPLIES, TONER AND CUT SHEET PAPER

This is a statewide Contract for General Office Supplies, Paper and Toner. The contract contains (4) four awarded Contractors. Contractor shall accept orders by telephone, mail, facsimile, internet and the State of Connecticut's financial management system (CoreCT) via Direct Connect Punch Out.

Contractor shall provide a web page to advertise Contract pricing. The website must be accessible with a generic password for all Contract customers. The State is not bound by any content on Contractor's website unless incorporated directly into this Contract.

**DAS recommends that the Client Agency choose a Contractor that best fits the needs of the Agency.**

### **W.B. Mason – Full Line Supplier**

- General Office Supplies Core List
- Full Catalog (Non-Core Items with various percentage discount by category)
- Multipurpose Paper Core List
- Toner Core List (OEM and Remanufactured)

### **Suburban Stationers (SBE) – General Office Supplier**

- General Office Supplies Core List
- Full Catalog ((Non-Core Items with various percentage discount by category)

### **Aztec Technologies (MBE) – Remanufactured Toner**

- Remanufactured Toner Core List
- Non-Core Toner percentage discount

### **CT Community Alliance (SBE) – OEM Toner**

- OEM Toner Core List

The following categories are restricted from purchase under Contract. The State reserves the right to delete or add products during the term of this Contract. The following is a summary of the current excluded products.

Systems Workstation Furniture – Contract #16PSX0171

Freestanding Office, Lounge, Dormitory & Residential Furniture – Contract #15PSX0041

Facilities Maintenance Repair Operation (MRO) – Industrial Supplies – Contract #17PSX0232

Environmentally Preferable Cleaning – Contract #14PSX0298

Liquid Cleaners that do not carry the designation of Green Seal

(Exception are those specifically listed in the Core List.

Office Equipment – Copier, Printers & Fax - Contract #12PSX0026

Audio Visual Equipment – Copies, Printers & Fax – Contract # 12PSX0026

Household Appliance (Non-Commercial) – Contract #17PSX0073

Keyboard Trays

Software requiring a licensing agreement

Medicinal & personal care, child care

Art and Instructional Supplies – Contract #012PSX0012

# **CONTRACT**

**18PSX0032**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

Aztec Technologies, LLC

Awarded Contractor

**REMANUFACTURED TONER**

## Contract # 18PSX0032

Contract Document

RFP-50 Rev. 10/29/18

Prev. Rev. 11/16/16

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## Contract # 18PSX0032

Contract Document

RFP-50 Rev. 10/29/18

Prev. Rev. 11/16/16

This Contract (the "Contract") is made as of December 3, 2018 (the "Effective Date") by and between, Aztec Technologies, LLC. (the "Contractor,") with a principal place of business at 35 Philmack Drive, Suite B100, Middletown, CT , acting by Cathy A. Kies, its President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

**Contract # 18PSX0032**

Contract Document

RFP-50 Rev. 10/29/18

Prev. Rev. 11/16/16

- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from 1 January 2019 through 31 December 2024.

## Contract # 18PSX0032

Contract Document

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DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment for items above only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor must submit the request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating by the manufacturer. The Contractor must fully document its request on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Increases will not exceed 3% during any given adjustment

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period. The State reserves the right to reject any request deemed to be excessive. Words such as “approximate” or “expected” will not be accepted. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

### 5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
  - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

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- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.



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- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost

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of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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

12. Waiver.

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

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

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the

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Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

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Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

**20. Delivery.**

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

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

**22. Emergency Standby for Goods and/or Services.** If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

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23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a

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criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

**28. Representations and Warranties Concerning Motor Vehicles.** If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but



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not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
  - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related

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identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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

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

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

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

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

(b)

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

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ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**34. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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

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purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Jill Belisle

If to the Contractor:

Aztec Technologies, LLC  
35 Philmack Drive, Suite B100  
Middletown, CT 06457  
Cathy A. Kies  
President

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) **Reserved**

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

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

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

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

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

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

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

43. **Audit and Inspection of Plants, Places of Business and Records.**



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- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their

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work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

### 47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

51. Cross-Default.

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

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

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

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54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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

56. Reserved.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Reserved.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

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- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Reserved.**

This paragraph was intentionally left blank.

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**SIGNATURE PAGE OF CONTRACT**

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

Aztec Technologies, LLC

STATE OF CONNECTICUT  
Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Cathy A. Kies

Name: Melody A. Currey

Title: President

Title: Commissioner

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

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

# **CONTRACT**

**18PSX0032**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**CT Community Nonprofit Alliance, Inc.**

---

Awarded Contractor

**OEM TONER**

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This Contract (the "Contract") is made as of December 3, 2018 (the "Effective Date") by and between, CT Community\_Nonprofit Alliance, Inc. (the "Contractor,") with a principal place of business at 35 Cold Spring\_Road, Suite 522, Rocky Hill, CT 06067 acting by Paul Giguere, its V.P. Administration & Finance and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from 1 January 2019 through 31 December 2024.

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DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment for items only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor must submit the request in writing to DAS for a price adjustment originating by the manufacturer. The Contractor must fully document its request on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Increases will not exceed 3% during any given adjustment period. Words such as "approximate" or "expected" will not be

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accepted. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

### 5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

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- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

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- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost

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of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

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

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the



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Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

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Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

**20. Delivery.**

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

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

**22. Emergency Standby for Goods and/or Services.** If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

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23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
  - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a

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criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

**28. Representations and Warranties Concerning Motor Vehicles.** If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but

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not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
  - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related

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identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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

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

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

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

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

(b)

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



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ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**34. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

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

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purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Jill Belisle

If to the Contractor:

CT Community Nonprofit Alliance, Inc.  
35 Cold Spring Road, Suite 522  
Rocky Hill, CT 06067:  
Attention: Paul Giguere  
V.P. Administration & Finance

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

(a) Reserved

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

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

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

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(e) Reserved

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

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

(h) Reserved

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

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

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

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

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

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

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

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**43. Audit and Inspection of Plants, Places of Business and Records.**

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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

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

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

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the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

51. Cross-Default.

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

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

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



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54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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

56. Reserved.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Reserved.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

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- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Reserved.**

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**SIGNATURE PAGE OF CONTRACT**

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

CT Community Nonprofit Alliance, Inc.

STATE OF CONNECTICUT  
Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Paul Giguere

Name: Melody A. Currey

Title: V.P. Administration & Finance

Title: Commissioner

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

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

# **CONTRACT**

**18PSX0032**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**Suburban Stationers, Inc.**

Awarded Contractor

**OFFICE SUPPLIES**

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This Contract (the "Contract") is made as of December 3, 2018 (the "Effective Date") by and between, Suburban Stationers, Inc. (the "Contractor,") with a principal place of business at 693 High Street, Middletown, CT 06457, acting by Robert Shulman, its President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the 1 January 2019 through 31 December 2024.  
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

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3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

Prices for the Good or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment for items during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor must submit the request in writing to DAS for a price adjustment originating by the manufacturer. The Contractor must fully document its request on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Increases will not exceed 3% during any given adjustment period. Words such as "approximate" or "expected" will not be accepted. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed.



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The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective within (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order. No retroactive increases shall be allowed

### **Catalog:**

The Contractor shall have the right to request a price adjustment annually for their published dated catalog. A copy of the contractor's published dated/electronic published catalog or dated pricelist shall accompany the request. Contractor shall provide a functional data files or catalogs that must contain the most current pricing, as well as the most up-to-date product offerings that the Contractor is authorized to provide in accordance with the Contract. Restricted items shall be removed from electronic data file prior to submittal. During the term of the Contract, functional data file updates and/or catalog updates must be provided in a timely manner and must be submitted prior to any updates. Existing pricing/product information will remain in effect until a functional data update is received, reviewed, approved and a Contract supplement is issued. Any approved adjustment shall be final and shall remain unchanged until the next annual catalog update.

If approved, catalog shall become effective within (10) days after the date of the approval.

### 5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
  - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of

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Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

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

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

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- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the

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Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

### 14. Purchase Orders.

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

### 15. Indemnification.

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

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- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make

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all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
  - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but



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not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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- (l) the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
  - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
  - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
  - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
  - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

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combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;

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- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**34. Tangible Personal Property.**

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



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violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Jill Belisle

If to the Contractor:

Suburban Stationers, Inc.  
693 High Street  
Middletown, CT 06457  
Attention: Robert Shulman, President

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

(a) Reserved

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

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

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hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved

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

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

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

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

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

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

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42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such

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other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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

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

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

### 51. Cross-Default.

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

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

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files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.  
This paragraph was intentionally left blank.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Reserved.  
This paragraph was intentionally left blank.
59. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Reserved.**

This paragraph was intentionally left blank.

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**SIGNATURE PAGE OF CONTRACT**

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

Suburban Stationers, Inc.

STATE OF CONNECTICUT  
Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Robert Shulman

Name: Melody A. Currey

Title: President

Title: Commissioner

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

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

# **CONTRACT**

**18PSX0032**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**W.B. Mason Co., Inc.**

---

Awarded Contractor

**OFFICE SUPPLIES, TONER AND CUT SHEET PAPER**

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This Contract (the "Contract") is made as of December 3, 2018 (the "Effective Date") by and between, W. B. Mason Co., Inc. (the "Contractor,") with a principal place of business at 59 Centre Street, Brockton MA 02303, acting by Daniel Orr Jr., its Senior Vice President and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
  - (b) **Client Agency:** Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
  - (c) **Confidential Information:** This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.
  - (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) Proposal: A submittal in response to a Request for Proposals.
  - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
  - (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from the 1 January 2019 through 31 December 2024.

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DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

(c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

(d) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment for items above during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor must submit the request in writing to DAS for a price adjustment originating by the manufacturer. The Contractor must fully document its request on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Increases will not exceed 3% during any given adjustment period. Words such as "approximate" or "expected" will not be accepted. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged

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until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed.

**Core Cut Sheet Paper** shall remain unchanged for one (1) year following the Effective Date of the Contract. After the first year, the Contractor shall have the right to request a price adjustment January 1<sup>st</sup> and July 1<sup>st</sup>. The Contractor shall have the right to request a price adjustment for items during the thirty (30) days immediately preceding the adjustment dates. During this thirty (30) day period, the Contractor must submit the request in writing to DAS for a price adjustment originating by the manufacturer. The Contractor must fully document its request on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Increases will not exceed 3% during any given adjustment period. Words such as "approximate" or "expected" will not be accepted. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, If approved, price adjustments shall become effective within (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order. No retroactive increases shall be allowed

### **Catalog:**

The Contractor shall have the right to request a price adjustment annually for their published dated catalog starting in 2020. A copy of the contractor's published dated/electronic published catalog or dated pricelist shall accompany the request. Contractor shall provide a functional data files or catalogs that must contain the most current pricing, as well as the most up-to-date product offerings that the Contractor is authorized to provide in accordance with the Contract. Restricted items shall be removed from electronic data file prior to submittal. During the term of the Contract, functional data file updates and/or catalog updates must be provided with request and must be submitted prior to any updates. Existing pricing/product information will remain in effect until a functional data update is received, reviewed, approved and a Contract supplement is issued. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order. Any approved adjustment shall be final and shall

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remain unchanged until the next annual catalog update. If approved, catalog shall become effective within (10) days after the date of the approval. No retroactive increases shall be allowed

The Contractor shall submit all requests in accordance with Section #36. Notice.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the



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State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible

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form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an

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effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

### 12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

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- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The

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

- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The

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State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

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

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



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

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- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after

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becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

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(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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

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

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

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

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

(b)

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

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

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the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

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

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

### 34. Tangible Personal Property.

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

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

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- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

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State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Jill Belisle

If to the Contractor:

W.B. Mason Co., Inc.  
59 Centre Street  
Brockton, MA 02303  
Attention: Daniel Orr, Jr.  
Senior Vice President

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved



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38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
  - b) more than a controlling interest in the ownership of the Contractor; or
  - c) the individual(s) in charge of the Performance.

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

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- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

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**47. Contractor Responsibility.**

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

**48. Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

**49. Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

**50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.** All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always

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be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

### 51. Cross-Default.

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

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

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

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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

56. Reserved.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Reserved.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours,

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

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

**60. Antitrust.**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Reserved.**

This paragraph was intentionally left blank.

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**SIGNATURE PAGE OF CONTRACT**

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

W.B. Mason Co., Inc.

STATE OF CONNECTICUT  
Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Daniel Orr, Jr.

Name: Melody A. Currey

Title: Senior Vice President

Title: Commissioner

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

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

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**1. DESCRIPTION OF GOODS AND SERVICES:**

**(a) Warehousing of Office Supplies, Toner, and Cut Sheet Paper**

Contractor(s) must have and maintain adequate inventory in a Contractor-operated location to provide delivery of all products covered under Contract. The State reserves the right to determine whether or not the Contractor has adequate inventory sufficient to meet the needs of the Contract. The Client Agency may, at reasonable hours, inspect and examine all of the parts of the Contractor's place of business which, in any way, is related to, or involved in, the performance of this Contract.

**(b) Distribution of Products**

Contractor is required to provide an annual Office Supply catalog for distribution to all Client Agencies at no additional charge throughout the Contract term.

All purchase orders placed shall be accepted by the Contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except for State recognized holidays. All in-stock orders must be processed and shipped within twenty-four (24) to forty-eight (48) hours after receipt of order, with a ninety-eight percent (98%) fill rate. If a product is not in-stock and the Contractor must fill the purchase order by drop-shipment, the delivery shall be made within five (5) business days after receipt of the purchase order. If products have to be drop-shipped directly from the manufacturer, those products will be subject to the manufacturer's lead times for shipping and Contractors are required to notify the Client Agency with an estimated ship date. If the ship date is not satisfactory to the Client Agency, the Client Agency shall notify the Contractor to cancel that portion of the purchase order without penalty. The Contractor(s) is required to provide written purchase order cut-off and guaranteed shipment dates as part of the Contractor's proposal response.

**All purchase orders must be FOB destination, freight included. Contractor shall bear the risk of loss during delivery of all Goods.** No minimum quantity required. No additional fuel surcharges will be allowed. There shall be no additional pallet charges and no additional charges will be accepted for inside deliveries. All orders shall be labeled and packaged adequately to insure safe handling and proper delivery. **No restocking fees will be allowed.** There may be multiple drop points within each delivery location that could encompass either desktop or departmental deliveries or both.

Delivery points shall be designated by the Client Agency and may be "inside delivery" or dock delivery. "Inside delivery" is defined as the designated delivery location within the Client Agency's building, which may be, a particular floor or room or other area designated by the Client Agency.

**(c) Product and/or Service Specifications**

The Contractor shall resolve all purchase orders and invoice discrepancies due to, including but not limited to, shortages, and damaged products within five (5) business days from Client Agency's notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the Contractor shall take all of the steps the Client Agency deems to be reasonably necessary or appropriate to resolve the discrepancies as soon as possible.



**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Products returned due to, including but not limited to, quality problems, duplicated shipments, and outdated products, shall be picked up by the Contractor within five (5) business days after notification by the Client Agency, with no restocking charge, and must be replaced with specified products or the Client Agency shall be credited or refunded for the full purchase price at the Client Agency's sole discretion.

Products ordered in error must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition (original container, unused). The Contractor shall not charge for such returns including restocking charges.

**(d) Used Toner Cartridges**

The Contractor shall pick up used toner cartridges on a regular basis from every delivery location regardless of where the toner cartridge was originally purchased or provide a postage paid returned address label free of charge.

**(e) Discontinued/Unavailable Product:**

If a product is discontinued or is unavailable, the Client Agency must be notified and provided a choice of canceling the purchase order or product or both, or selecting an alternate product.

**(f) Product Substitution:**

Product substitution is not allowed unless written approval is received from the Client Agency. Pricing for the substituted product cannot exceed the Contract price for the product.

**(g) Core List Products:**

If a Core product from the Core List attached as Exhibit B becomes obsolete during the term of the Contract, the Contractor shall offer a product that meets or exceeds the obsolete product at the current Contract price. It is understood that the Contractor(s) shall submit such requests within forty-eight (48) hours and receive written approval from DAS/Procurement Services before any changes are made to the Core List. DAS/Procurement Services reserves the right to accept or reject any changes to the Core List.

The State reserves the right to add or delete Core products throughout the Contract period.

**(h) Decreases:**

Price decreases shall become effective immediately on the date specified in the manufacturer's notice of change. The Contractor shall immediately provide the State with complete information update reflecting the price decreases. The Contractor(s) shall bill at the reduced prices on deliveries made on or after the date of the manufacturer's price reduction. The Contractor(s) shall also promptly notify DAS/Procurement Services with a letter of notice regarding the price decrease. Failure to pass on price reductions to the Client Agency may result in removal from the Contract.

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

**(i) Order Entry/Invoicing**

Contractor shall accept orders by telephone, mail, facsimile, internet and the State financial management system (CoreCT) via Direct Connect Punch out.

Contractor shall provide a web page to advertise Contract pricing. The web site must be accessible with a generic password for all Contract Client Agencies. The State is not bound by any content on Contractor's website unless incorporated directly into this Contract.

Cost Centers within the Client Agency may require invoicing as specified by each Client Agency. The Contractor's billing system shall be flexible enough to accommodate the needs of varying accounting systems.

Purchase orders shall be placed, at the discretion of each Client Agency, to the Contractor of their choice if the Contract is awarded to more than one Contractor.

Invoices must include line item detail (i.e. part number, description, quantity, cost per product, total cost). An invoice must be completed for every purchase order placed through the Contract. Backordered products will not be billed until the product has been delivered.

**(j) Management Reports**

Contractor must provide and maintain a database capable of detailed tracking of Client Agency accounts, requisitions, and proof of delivery, billing, and payments in a comprehensive manner.

The Contractor shall have the ability to gather information from the database and submit activity reports on a monthly basis. Failure to meet the reporting requirements described in this Exhibit A may result in Contract termination.

The Contractor shall submit a copy of reports to the contract administrator in the State in Excel format and include, but not be limited to, the following information:

- Sales by account providing the name of the account.
- Within each account, sales shall be broken out by Fixed Price products and Catalog products.
- Reports shall list each product sold, including manufacturer and stock number, description, unit of issue, unit price, and quantity sold monthly.
- A breakout of recycled and environmentally preferable product purchases.
- A breakout of certified SBE/MBE companies.

Failure to meet the reporting requirements described in this Exhibit A may result in Contract termination.

**(k) Price Lists:**

Contractor shall distribute an updated Office Supply catalog, on an annual basis, to all Client Agencies at no charge. Contractor shall include instructions for ordering, customer service, and Contract restrictions (where appropriate).

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Within ten (10) business days of a request, the Contractor shall provide catalogs or price lists to any requesting Client Agency.

**2. ADDITIONAL TERMS AND CONDITIONS:**

**(a) Contract Separately/Additional Savings Opportunities**

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

**(b) Mandatory Extension to State Entities**

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-Divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

**(c) P-Card (Purchasing MasterCard Credit Card)**

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

**(d) Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Please note that there may be additional terms that you may need to add according to your RFP for subcontracting. If so add them here.

**(e) Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(f) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

(A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

(B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

(A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.

(B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.

(C) Contractor personnel shall not have any verbal or personal contact with any inmates.

(D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.

(E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.

(F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.
- (3) Rules Concerning Department of Correction Facilities  
Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:
  - (A) Restricted Areas  
All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.
  - (B) Inmates  
There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.
  - (C) Vehicle Control  
Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.
  - (D) Contraband  
Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

**Exhibit A**  
**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a 174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a 35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a 36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a 174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class “B” felony per Sec. 53a 35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.

**Exhibit A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

**Exhibit B, SP-16**

**Price Schedule**

Rev. 1/2019 Supplement #2

**Contract Award: 18PSX0032AA**

**Vendor: Aztec Technologies, LLC**

**Remanufactured Toner**

CONTRACT LINE	CATALOG MANAGEMENT NO	LONG DESCRIPTION	MANUFACTURER NAME	MANUFACTURER PART NO	UNIT OF MEASURE	CONTRACT PRICE
REM-1	CM 2157 9010097	REMANUFACTURED TONER CARTRIDGE - BROTHER DCP-7060 D BLK TNR 1200 PG YIELD	BROTHER INTERNATIONAL CORP	TN420CPT	EA	\$15.00
REM-2	CM 2157 9010098	REMANUFACTURED TONER CARTRIDGE - BROTHER DCP-7060 D BLK TNR 2600 PG YIELD	BROTHER INTERNATIONAL CORP	TN450CPT	EA	\$18.00
REM-3	CM 2157 9010091	REMANUFACTURED TONER CARTRIDGE - LASER CLASS 830I/810 FAX TONER 4500 PG YIELD	CANON INC.	FX11CPT	EA	\$38.00
REM-4	CM 2157 9010092	REMANUFACTURED TONER CARTRIDGE - CAN 710/ 720I/ 730I 4500 PG YIELD	CANON INC.	FX7CPT	EA	\$23.00
REM-5	CM 2157 9010093	REMANUFACTURED TONER CARTRIDGE - CAN 510 3500 PG YIELD	CANON INC.	FX8CPT	EA	\$18.90
REM-6	CM 2157 9010081	REMANUFACTURED TONER CARTRIDGE - (#61X) HP LJ 4100 BLK TNR 10000 PG YIELD	HEWLETT-PACKARD COMPANY	C8061XCPT	EA	\$24.00
REM-7	CM 2157 9010082	REMANUFACTURED TONER CARTRIDGE - LJ P4014/P4015/P4515 BLK 10000 PG YIELD	HEWLETT-PACKARD COMPANY	CC364ACPT	EA	\$43.00
REM-8	CM 2157 9010083	REMANUFACTURED TONER CARTRIDGE - (#64X) HP LJ P4015 BLK TNR 24000 PG YIELD	HEWLETT-PACKARD COMPANY	CC364XCPT	EA	\$61.00
REM-9	CM 2157 9010084	REMANUFACTURED TONER CARTRIDGE - (CE278A) LJPRO M1536DNF BK TNR 2100 PG YIELD	HEWLETT-PACKARD COMPANY	CE278ACPT	EA	\$22.00
REM-10	CM 2157 9010085	REMANUFACTURED TONER CARTRIDGE - (#90A) LJ M4555 MFP BLK TNR 10000 PG YIELD	HEWLETT-PACKARD COMPANY	CE390ACPT	EA	\$49.00
REM-11	CM 2157 9010086	REMANUFACTURED TONER CARTRIDGE - (#507X) LJ 500 M551DN BLK TNR 11000 PG YIELD	HEWLETT-PACKARD COMPANY	CE400XCPT	EA	\$60.00
REM-12	CM 2157 9010087	REMANUFACTURED TONER CARTRIDGE - (#507A) LJ 500 M551DN CYN TNR 6000 PG YIELD	HEWLETT-PACKARD COMPANY	CE401ACPT	EA	\$50.00
REM-13	CM 2157 9010088	REMANUFACTURED TONER CARTRIDGE - (#507A) LJ 500 M551DN MGT TNR 6000 PG YIELD	HEWLETT-PACKARD COMPANY	CE403ACPT	EA	\$52.00
REM-14	CM 2157 9010089	REMANUFACTURED TONER CARTRIDGE - (#05A) LJ P2035/2055 BLK TNR 2300 PG YIELD	HEWLETT-PACKARD COMPANY	CE505ACPT	EA	\$27.00
REM-15	CM 2157 9010090	REMANUFACTURED TONER CARTRIDGE - (#80A) LJPRO 400 M401N BLK TNR 2700 PG YIELD	HEWLETT-PACKARD COMPANY	CF280ACPT	EA	\$25.00
REM-16	CM 2157 9010094	REMANUFACTURED TONER CARTRIDGE - (#38A) HP LJ 4200 BLK TNR 12000 PG YIELD	HEWLETT-PACKARD COMPANY	Q1338ACPT	EA	\$37.80
REM-17	CM 2157 9010095	REMANUFACTURED TONER CARTRIDGE - (#42X) HP LJ 4250/4350 BLK TNR 20000 PG YIELD	HEWLETT-PACKARD COMPANY	Q5942XCPT	EA	\$43.00
REM-18	CM 2157 9010096	REMANUFACTURED TONER CARTRIDGE - (#51X) HP LJ M3027 MFP BLK TNR 13000 PG YIELD	HEWLETT-PACKARD COMPANY	Q7551XCPT	EA	\$38.00
REM-19	CM 2157 9010080	REMANUFACTURED TONER CARTRIDGE - LEX T630/T632/T634 BLACK TONER 21000 PG YIELD	LEXMARK INTERNATIONAL INC.	12A7462CPT	EA	\$59.00
NON-CORE REMAN TONER					REMAN-DISC	-43.50%



**Exhibit B, SP-16**

**Price Schedule**

Rev. 1/2019 Supplement #2

**Contract Award: 18PSX0032AB**

**Vendor: CT Community Nonprofit Alliance, Inc. (CCPA)**

**OEM Toner**

<b>CONTRACT LINE ITEM</b>	<b>CATALOG MANAGEMENT NO</b>	<b>LONG DESCRIPTION</b>	<b>MANUFACTURER NAME</b>	<b>MANUFACTURER PART NO</b>	<b>UNIT OF MEASURE</b>	<b>CONTRACT PRICE</b>
OEM-25	CM_2157_9009947	HP 29X (C4129X) LASERJET 5000; 5100 HIGH YIELD BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C4129X	EA	\$150.00
OEM-28	CM_2157_679254	HP 15A (C7115A) LASERJET 1000; 1200; 1220; 3300 MFP; 3310; 3320 MFP; 3330 MFP; 3380 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C7115A	EA	\$46.60
OEM-29	CM_2157_679257	HP 61X (C8061X) LASERJET 4100; 4100 MFP; 4101 MFP HIGH YIELD BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C8061X	EA	\$120.66
OEM-42	CM_2157_9009950	HP 645A (C9730AC) COLOR LASERJET 5500; 5550 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C9730AC	EA	\$157.62
OEM-43	CM_2157_9009951	HP 645A (C9731AC) COLOR LASERJET 5500; 5550 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C9731AC	EA	\$200.00
OEM-44	CM_2157_9009952	HP 645A (C9732AC) COLOR LASERJET 5500; 5550 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C9732AC	EA	\$200.00
OEM-45	CM_2157_9009953	HP 645A (C9733AC) COLOR LASERJET 5500; 5550 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	C9733AC	EA	\$200.00
OEM-46	CM_2157_9009954	HP 824A (CB381A) CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB381A	EA	\$212.27
OEM-47	CM_2157_9009955	HP 824A (CB382A) YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB382A	EA	\$212.27
OEM-48	CM_2157_9009956	HP 824A (CB383A) MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB383A	EA	\$212.27
OEM-49	CM_2157_9009957	HP 824A (CB385A) COLOR LASERJET CM6030 MFP; CM6040 MFP; CP6015 CYAN ORIGINAL LASERJET IMAGE DRUM	HEWLETT-PACKARD COMPANY	CB385A	EA	\$456.36
OEM-50	CM_2157_9009958	HP 824A (CB387A) COLOR LASERJET CM6030 MFP; CM6040 MFP; CP6015 MAGENTA ORIGINAL LASERJET IMAGE DRUM	HEWLETT-PACKARD COMPANY	CB387A	EA	\$456.36
OEM-51	CM_2157_9009959	HP 642A (CB400A) COLOR LASERJET CP4005 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB400A	EA	\$116.80
OEM-52	CM_2157_9009960	HP 642A (CB401A) COLOR LASERJET CP4005 CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB401A	EA	\$145.80
OEM-53	CM_2157_9009961	HP 642A (CB402A) COLOR LASERJET CP4005 YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB402A	EA	\$145.80
OEM-54	CM_2157_9009962	HP 642A (CB403A) COLOR LASERJET CP4005 MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB403A	EA	\$145.80
OEM-55	CM_2157_9009963	HP 35A (CB435A) LASERJET P1005; P1006 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB435A	EA	\$56.02
OEM-56	CM_2157_9009964	HP 36A (CB436AC) LASERJET M1522 MFP; P1505 ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB436AC	EA	\$49.80
OEM-57	CM_2157_9009965	HP 125A (CB540A) COLOR LASERJET CM1312 MFP; CP1215; CP1515; CP1518 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB540A	EA	\$64.84
OEM-58	CM_2157_9009966	HP 125A (CB541A) COLOR LASERJET CM1312 MFP; CP1215; CP1515; CP1518 CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB541A	EA	\$60.02
OEM-59	CM_2157_9009967	HP 125A (CB542A) COLOR LASERJET CM1312 MFP; CP1215; CP1515; CP1518 YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB542A	EA	\$60.02
OEM-60	CM_2157_9009968	HP 125A (CB543A) COLOR LASERJET CM1312 MFP; CP1215; CP1515; CP1518 MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CB543A	EA	\$60.02
OEM-61	CM_2157_8133915	HP 64A (CC364A) LASERJET P4014; P4015; P4515 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC364A	EA	\$113.94
OEM-62	CM_2157_9009970	HP 64J (CC364JC) LJ P4015/P4515 BLK CONTRACT LJ TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC364JC	EA	\$164.20
OEM-64	CM_2157_9009971	HP 304A (CC530AC) COLOR LASERJET CM2320 MFP; CP2025 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC530AC	EA	\$59.24
OEM-65	CM_2157_9009972	HP 304A (CC531AC) COLOR LASERJET CM2320 MFP; CP2025 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC531AC	EA	\$62.14
OEM-66	CM_2157_9009973	HP 304A (CC532AC) COLOR LASERJET CM2320 MFP; CP2025 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC532AC	EA	\$62.14
OEM-67	CM_2157_9009974	HP 304A (CC533AC) COLOR LASERJET CM2320 MFP; CP2025 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CC533AC	EA	\$62.14
OEM-68	CM_2157_9009975	HP COLOR LASERJET CM4540; CP4025; CP4525; M651; M680 FUSER ASSEMBLY (110V)	HEWLETT-PACKARD COMPANY	CE246A	EA	\$307.70
OEM-69	CM_2157_9009976	HP COLOR LASERJET CM4540; CP4025; CP4525; M651; M680 INTERMEDIATE TRANSFER BELT KIT (INCLUDES TRANSFER BELT; ROLLER)	HEWLETT-PACKARD COMPANY	CE249A	EA	\$358.98
OEM-71	CM_2157_9009977	HP 504X (CE250YC) COLOR LASERJET CM3530 MFP; CP3525 OPTIMIZED YIELD BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE250YC	EA	\$101.10
OEM-72	CM_2157_9009978	HP 504A (CE251YC) COLOR LASERJET CM3530 MFP; CP3525 OPTIMIZED YIELD CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE251YC	EA	\$133.68
OEM-73	CM_2157_9009979	HP 504A (CE252YC) COLOR LASERJET CM3530 MFP; CP3525 OPTIMIZED YIELD YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE252YC	EA	\$133.68
OEM-74	CM_2157_9009980	HP 504A (CE253YC) COLOR LASERJET CM3530 MFP; CP3525 OPTIMIZED YIELD MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE253YC	EA	\$133.68
OEM-76	CM_2157_9009981	HP 55J (CE255JC) BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE255JC	EA	\$120.94
OEM-77	CM_2157_9009982	HP 647A (CE260A) COLOR LASERJET CM4540; CP4025; CP4525 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE260A	EA	\$115.00
OEM-78	CM_2157_9009983	HP 648A (CE261AC) COLOR LASERJET CP4025; CP4525 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE261AC	EA	\$144.28
OEM-79	CM_2157_9009984	HP 648A (CE262AC) COLOR LASERJET CP4025; CP4525 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE262AC	EA	\$144.88
OEM-80	CM_2157_9009985	HP 648A (CE263AC) COLOR LASERJET CP4025; CP4525 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE263AC	EA	\$144.88

**Exhibit B, SP-16**

**Price Schedule**

Rev. 1/2019 Supplement #2

**Contract Award: 18PSX0032AB**

**Vendor: CT Community Nonprofit Alliance, Inc. (CCPA)**

**OEM Toner**

<b>CONTRACT LINE ITEM</b>	<b>CATALOG MANAGEMENT NO</b>	<b>LONG DESCRIPTION</b>	<b>MANUFACTURER NAME</b>	<b>MANUFACTURER PART NO</b>	<b>UNIT OF MEASURE</b>	<b>CONTRACT PRICE</b>
OEM-81	CM_2157_9009986	HP 650A (CE270AC) COLOR LASERJET CP5525; M750 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE270AC	EA	\$162.06
OEM-82	CM_2157_9009987	HP 650A (CE271AC) COLOR LASERJET CP5525; M750 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE271AC	EA	\$207.62
OEM-83	CM_2157_9009988	HP 650A (CE272AC) COLOR LASERJET CP5525; M750 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE272AC	EA	\$207.62
OEM-84	CM_2157_9009989	HP 650A (CE273AC) COLOR LASERJET CP5525; M750 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE273AC	EA	\$207.62
OEM-85	CM_2157_9009990	HP 78A (CE278AC) LASERJET PRO P1606; M1536 MFP ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE278AC	EA	\$53.78
OEM-87	CM_2157_9009991	HP 85A (CE285AC) LASERJET PRO P1102; P1109; M1212; M1217 MFP ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE285AC	EA	\$47.72
OEM-90	CM_2157_9009992	HP 128A (CE320A) COLOR LASERJET CM1415 MFP; CP1520; CP1525NW BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE320A	EA	\$60.66
OEM-91	CM_2157_9009993	HP 128A (CE321A) COLOR LASERJET CM1415 MFP; CP1520; CP1525NW CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE321A	EA	\$57.58
OEM-92	CM_2157_9009994	HP 128A (CE322A) COLOR LASERJET CM1415 MFP; CP1520; CP1525NW YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE322A	EA	\$57.58
OEM-93	CM_2157_9009995	HP 128A (CE323A) COLOR LASERJET CM1415 MFP; CP1520; CP1525NW MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE323A	EA	\$57.58
OEM-94	CM_2157_5129295	HP 90A (CE390A) LASERJET M4555 MFP; ENTERPRISE 600 M601; M602; M603 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE390A	EA	\$102.00
OEM-95	CM_2157_9009997	HP 90J (CE390JC) LASERJET M4555 MFP; ENTERPRISE 600 M602; M603 BLACK CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE390JC	EA	\$164.20
OEM-97	CM_2157_9009998	HP 507X (CE400YC) COLOR LASERJET M551; ENTERPRISE 500 MFP M570; M575; M575C OPTIMIZED YIELD BLACK ORIGINAL LASERJET CONTRACT	HEWLETT-PACKARD COMPANY	CE400YC	EA	\$98.94
OEM-99	CM_2157_9009999	HP 507A (CE401YC) COLOR LASERJET M551; ENTERPRISE 500 MFP M570; M575; M575C OPTIMIZED YIELD CYAN ORIGINAL LASERJET CONTRACT	HEWLETT-PACKARD COMPANY	CE401YC	EA	\$115.24
OEM-100	CM_2157_9010000	HP 507A (CE402YC) COLOR LASERJET M551; ENTERPRISE 500 MFP M570; M575; M575C OPTIMIZED YIELD YELLOW ORIGINAL LASERJET CONTRA	HEWLETT-PACKARD COMPANY	CE402YC	EA	\$115.24
OEM-101	CM_2157_9010001	HP 507A (CE403YC) COLOR LASERJET M551; ENTERPRISE 500 MFP M570; M575; M575C OPTIMIZED YIELD MAGENTA ORIGINAL LASERJET CONTR	HEWLETT-PACKARD COMPANY	CE403YC	EA	\$114.79
OEM-102	CM_2157_9010002	HP 305X (CE410XC) COLOR LASERJET PRO 300 MFP M375NW; PRO 400 M451; PRO 400 MFP M475 HIGH YIELD BLACK ORIGINAL LASERJET CONT	HEWLETT-PACKARD COMPANY	CE410XC	EA	\$58.72
OEM-105	CM_2157_9010003	HP 305A (CE411AC) COLOR LASERJET PRO 300 MFP M375NW; PRO 400 M451; PRO 400 MFP M475 CYAN ORIGINAL LASERJET CONTRACT TONER	HEWLETT-PACKARD COMPANY	CE411AC	EA	\$57.66
OEM-106	CM_2157_9010004	HP 305A (CE412AC) COLOR LASERJET PRO 300 MFP M375NW; PRO 400 M451; PRO 400 MFP M475 YELLOW ORIGINAL LASERJET CONTRACT TON	HEWLETT-PACKARD COMPANY	CE412AC	EA	\$57.66
OEM-107	CM_2157_9010005	HP 305A (CE413AC) COLOR LASERJET PRO 300 MFP M375NW; PRO 400 M451; PRO 400 MFP M475 MAGENTA ORIGINAL LASERJET CONTRACT T	HEWLETT-PACKARD COMPANY	CE413AC	EA	\$57.66
OEM-108	CM_2157_9010006	HP 05A (CE505AC) LASERJET P2035; P2050; P2055 ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE505AC	EA	\$53.30
OEM-109	CM_2157_9010007	HP 05J (CE505JC) LASERJET P2055 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE505JC	EA	\$85.90
OEM-113	CM_2157_9010008	HP 307A (CE741A) COLOR LASERJET CP5225 CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE741A	EA	\$166.16
OEM-114	CM_2157_9010009	HP 307A (CE742A) COLOR LASERJET CP5225 YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE742A	EA	\$166.16
OEM-115	CM_2157_9010010	HP 307A (CE743A) COLOR LASERJET CP5225 MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CE743A	EA	\$166.16
OEM-116	CM_2157_9010011	HP 650A COLOR LASERJET ENTERPRISE CP5525; M750 FUSER UNIT (110V)	HEWLETT-PACKARD COMPANY	CE977A	EA	\$307.70
OEM-118	CM_2157_9010012	HP 131A (CF211A) LASERJET PRO 200 COLOR M251; M276 CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF211A	EA	\$71.70
OEM-119	CM_2157_9010013	HP 131A (CF212A) LASERJET PRO 200 COLOR M251; M276 YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF212A	EA	\$71.70
OEM-120	CM_2157_9010014	HP 131A (CF213A) LASERJET PRO 200 COLOR M251; M276 MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF213A	EA	\$71.70
OEM-121	CM_2157_9010015	HP 14X (CF214XC) LASERJET ENTERPRISE 700 M712; MFP M725 HIGH YIELD ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF214XC	EA	\$116.28
OEM-123	CM_2157_9010016	HP 80J (CF280JC) LASERJET PRO 400 M401; MFP M425 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF280JC	EA	\$100.00
OEM-124	CM_2157_9010017	HP 80X (CF280XC) LASERJET PRO 400 M401; 400 MFP M425 HIGH YIELD ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF280XC	EA	\$89.66
OEM-126	CM_2157_9010018	HP 81A (CF281A) LASERJET ENTERPRISE M604; M605; M606; FLOW MFP M630Z; ENTERPRISE MFP M630 BLACK ORIGINAL LASERJET TONER CART	HEWLETT-PACKARD COMPANY	CF281A	EA	\$120.64
OEM-130	CM_2157_9010019	HP 83X (CF283XC) LASERJET PRO M201; MFP M225 HIGH YIELD BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF283XC	EA	\$49.72
OEM-132	CM_2157_9010020	HP 653A (CF322AC) COLOR LASERJET ENTERPRISE MFP M680 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF322AC	EA	\$164.00
OEM-133	CM_2157_9010021	HP 653A (CF323AC) COLOR LASERJET ENTERPRISE MFP M680 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF323AC	EA	\$164.00
OEM-134	CM_2157_9010022	HP 654A (CF331AC) COLOR LASERJET ENTERPRISE M651 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF331AC	EA	\$180.50
OEM-135	CM_2157_9010023	HP 654A (CF332AC) COLOR LASERJET ENTERPRISE M651 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF332AC	EA	\$180.50
OEM-136	CM_2157_9010024	HP 654A (CF333AC) COLOR LASERJET ENTERPRISE M651 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF333AC	EA	\$180.50

**Exhibit B, SP-16**

**Price Schedule**

Rev. 1/2019 Supplement #2

**Contract Award: 18PSX0032AB**

**Vendor: CT Community Nonprofit Alliance, Inc. (CCPA)**

**OEM Toner**

<b>CONTRACT LINE ITEM</b>	<b>CATALOG MANAGEMENT NO</b>	<b>LONG DESCRIPTION</b>	<b>MANUFACTURER NAME</b>	<b>MANUFACTURER PART NO</b>	<b>UNIT OF MEASURE</b>	<b>CONTRACT PRICE</b>
OEM-139	CM_2157_9010025	HP 508X (CF360XC) COLOR LASERJET M552; M553; (FLOW) MFP M577 HIGH YIELD BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF360XC	EA	\$99.86
OEM-143	CM_2157_9010026	HP 508X (CF362XC) COLOR LASERJET M552; M553; (FLOW) MFP M577 HIGH YIELD YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF362XC	EA	\$151.38
OEM-145	CM_2157_9010027	HP 508X (CF363XC) COLOR LASERJET M552; M553; (FLOW) MFP M577 HIGH YIELD MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF363XC	EA	\$151.38
OEM-152	CM_2157_9010028	HP 201X (CF400X) COLOR LASERJET PRO M252; MFP M277 HIGH YIELD BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF400X	EA	\$112.78
OEM-153	CM_2157_9010029	HP 410A (CF410A) BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF410AC	EA	\$176.22
OEM-154	CM_2157_9010030	HP 410A (CF411A) CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF411AC	EA	\$205.62
OEM-155	CM_2157_9010031	HP 410A (CF412A) YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF412A	EA	\$205.62
OEM-156	CM_2157_9010032	HP 410A (CF413A) MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	CF413A	EA	\$205.62
OEM-159	CM_2157_9010033	HP 950XL (CN045AN) HIGH YIELD BLACK ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN045AN	EA	\$56.38
OEM-160	CM_2157_9010034	HP 951XL (CN047AN) HIGH YIELD MAGENTA ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN047AN	EA	\$43.70
OEM-161	CM_2157_9010035	HP 951XL (CN048AN) HIGH YIELD YELLOW ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN048AN	EA	\$43.70
OEM-162	CM_2157_9010036	HP 950 (CN049AN) BLACK ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN049AN	EA	\$38.84
OEM-163	CM_2157_9010037	HP 951 (CN050AN) CYAN ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN050AN	EA	\$28.28
OEM-165	CM_2157_9010038	HP 970 (CN621AM) BLACK ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN621AM	EA	\$101.12
OEM-166	CM_2157_9010039	HP 971 (CN622AM) CYAN ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN622AM	EA	\$106.52
OEM-167	CM_2157_9010040	HP 971 (CN623AM) MAGENTA ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN623AM	EA	\$106.52
OEM-168	CM_2157_9010041	HP 971 (CN624AM) YELLOW ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN624AM	EA	\$106.52
OEM-169	CM_2157_9010042	HP 970XL (CN625AM) HIGH YIELD BLACK ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN625AM	EA	\$161.80
OEM-170	CM_2157_9010043	HP 971XL (CN626AM) HIGH YIELD CYAN ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN626AM	EA	\$161.82
OEM-171	CM_2157_9010044	HP 971XL (CN627AM) HIGH YIELD MAGENTA ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN627AM	EA	\$161.82
OEM-172	CM_2157_9010045	HP 971XL (CN628AM) HIGH YIELD YELLOW ORIGINAL INK CARTRIDGE	HEWLETT-PACKARD COMPANY	CN628AM	EA	\$161.82
OEM-176	CM_2157_697530	HP 38A (Q1338A) LASERJET 4200 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q1338A	EA	\$94.20
OEM-177	CM_2157_9010047	HP 39A (Q1339A) LASERJET 4300 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q1339A	EA	\$119.82
OEM-178	CM_2157_9010048	HP 10A (Q2610A) LASERJET 2300 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q2610A	EA	\$104.10
OEM-179	CM_2157_9010049	HP 12A (Q2612AC) LASERJET 1012; 1018; 1020; 1022; 3015; 3020; 3030; 3050; 3052; 3055; M1319F MFP ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q2612AC	EA	\$50.16
OEM-180	CM_2157_9010050	HP 42A (Q5942A) LASERJET 4240; 4250; 4350 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5942A	EA	\$91.14
OEM-181	CM_2157_9010051	HP 42J (Q5942JC) LJ 4250/4350 BLK CONTRACT LJ TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5942JC	EA	\$189.00
OEM-182	CM_2157_8133898	HP 49A (Q5949A) LASERJET 1160; 1320; 3390 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5949A	EA	\$50.72
OEM-184	CM_2157_9010053	HP 643A (Q5950AC) COLOR LASERJET 4700 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5950AC	EA	\$110.54
OEM-185	CM_2157_9010054	HP 643A (Q5951AC) COLOR LASERJET 4700 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5951AC	EA	\$139.08
OEM-186	CM_2157_9010055	HP 643A (Q5952AC) COLOR LASERJET 4700 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5952AC	EA	\$139.08
OEM-187	CM_2157_9010056	HP 643A (Q5953AC) COLOR LASERJET 4700 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q5953AC	EA	\$139.08
OEM-188	CM_2157_9010057	HP 124A (Q6000A) COLOR LASERJET 1600; 2600; 2605 SERIES; CM1015 MFP; CM1017 MFP BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6000A	EA	\$75.06
OEM-189	CM_2157_9010058	HP 124A (Q6001A) COLOR LASERJET 1600; 2600; 2605 SERIES; CM1015 MFP; CM1017 MFP CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6001A	EA	\$81.80
OEM-190	CM_2157_9010059	HP 124A (Q6002A) COLOR LASERJET 1600; 2600; 2605 SERIES; CM1015 MFP; CM1017 MFP YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6002A	EA	\$81.80
OEM-191	CM_2157_9010060	HP 124A (Q6003A) COLOR LASERJET 1600; 2600; 2605 SERIES; CM1015 MFP; CM1017 MFP MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6003A	EA	\$81.80
OEM-192	CM_2157_9010061	HP 501A (Q6470AC) COLOR LASERJET 3600; 3800; CP3505 BLACK ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6470AC	EA	\$77.84
OEM-193	CM_2157_9010062	HP 502A (Q6471A) COLOR LASERJET 3600 CYAN ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6471A	EA	\$81.14
OEM-194	CM_2157_9010063	HP 502A (Q6472A) COLOR LASERJET 3600 YELLOW ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6472A	EA	\$81.14

**Exhibit B, SP-16****Contract Award: 18PSX0032AB****Price Schedule****Vendor: CT Community Nonprofit Alliance, Inc. (CCPA)**

Rev. 1/2019 Supplement #2

**OEM Toner**

<b>CONTRACT LINE ITEM</b>	<b>CATALOG MANAGEMENT NO</b>	<b>LONG DESCRIPTION</b>	<b>MANUFACTURER NAME</b>	<b>MANUFACTURER PART NO</b>	<b>UNIT OF MEASURE</b>	<b>CONTRACT PRICE</b>
OEM-195	CM_2157_9010064	HP 502A (Q6473A) COLOR LASERJET 3600 MAGENTA ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6473A	EA	\$81.14
OEM-197	CM_2157_9010065	HP 11X (Q6511X) LASERJET 2420; 2430 HIGH YIELD BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q6511X	EA	\$104.48
OEM-198	CM_2157_9010066	HP COLOR LASERJET 4700; 4730; CM4730; CP4005 FUSING ASSEMBLY (110-127V)	HEWLETT-PACKARD COMPANY	Q7502A	EA	\$274.88
OEM-199	CM_2157_9010067	HP 16A (Q7516A) LASERJET 5200 BLACK ORIGINAL LASERJET TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7516A	EA	\$209.50
OEM-200	CM_2157_9010068	HP 51X (Q7551XC) LASERJET M3027 MFP; M3035 MFP; P3005 HIGH YIELD ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7551XC	EA	\$110.58
OEM-202	CM_2157_9010069	HP 53X (Q7553XC) LASERJET M2727 MFP; P2015 HIGH YIELD ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7553XC	EA	\$77.12
OEM-203	CM_2157_9010070	HP 503A (Q7581AC) COLOR LASERJET 3800; CP3505 CYAN ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7581AC	EA	\$97.78
OEM-204	CM_2157_9010071	HP 503A (Q7582AC) COLOR LASERJET 3800; CP3505 YELLOW ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7582AC	EA	\$97.78
OEM-205	CM_2157_9010072	HP 503A (Q7583AC) COLOR LASERJET 3800; CP3505 MAGENTA ORIGINAL LASERJET CONTRACT TONER CARTRIDGE	HEWLETT-PACKARD COMPANY	Q7583AC	EA	\$97.78

## CONTRACT AWARD #18PSX0032

## GENERAL CORE OFFICE SUPPLIES

## SUBURBAN STATIONERS, INC.

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
1	3 Ring Binder	3 Ring Binder - D-Ring - 1 Inch - Clear cover overlay - EA - 1	AVE09301	Avery	EA	\$2.67
2	3 Ring Binder	3 Ring Binder - D-Ring - 1 inch - - EA - 1	AVE17014	Avery	EA	\$2.65
3	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Clear cover overlay - EA - 1	AVE09501	Avery	EA	\$3.32
4	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - - EA - 1	AVE17032	Avery	EA	\$4.15
5	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Clear cover overlay - EA - 1	AVE09701	Avery	EA	\$5.06
6	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Heavy Duty - EA - 1	AVE17044	Avery	EA	\$5.43
7	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - - EA - 1	AVE17044	Avery	EA	\$5.43
8	3 Ring Binder	3 Ring Binder - D-Ring - 4 inch - Clear cover overlay - EA - 1	AVE09801	Avery	EA	\$4.84
9	3 Ring Binder	3 Ring Binder - D-Ring - 5 inch - Superstrength with label holder & locking rings - EA - 1	WLJ86650	Avery	EA	\$14.65
10	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Clear cover overlay - Black - EA - 1	AVE05710	Avery	EA	\$1.08
11	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Clear cover overlay - White - EA - 1	AVE05711	Avery	EA	\$1.08
12	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Blue- EA - 1	AVE03300	Avery	EA	\$1.06
13	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Red - EA - 1	AVE3310	Avery	EA	\$1.06
14	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch -Black- EA - 1	AVE3301	Avery	EA	\$1.06
15	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - Clear cover overlay - EA - 1 - White	AVE05725	Avery	EA	\$1.65
16	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - - EA - 1 - Blue	AVE03400	Avery	EA	\$1.56
17	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - - EA - 1 - Black	AVE03401	Avery	EA	\$1.56
18	3 Ring Binder	3 Ring Binder - Round Ring - 2 inch - - EA - 1 - Blue	AVE03500	Avery	EA	\$1.84
19	3 Ring Binder	3 Ring Binder - Round Ring - 2 inch - - EA - 1 - Black w/ Label Holder	AVE04501	Avery	EA	\$1.84
20	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Clear cover overlay - Black - EA - 1	AVE05740	Avery	EA	\$3.05
21	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Clear cover overlay - White - EA - 1	AVE05741	Avery	EA	\$3.05
22	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - - EA - 1	AVE03601	Avery	EA	\$3.06
23	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - - EA - 1 - Black w/ Label Holder	AVE04601	Avery	EA	\$3.06
24	3-Hole Punch	3-Hole Punch - - Electric / 28 Sheet Capacity - EA - 1	SWI74535	Swingline	EA	\$117.14
25	3-Hole Punch	Punch, Paper, 3-Hole, 12 Sheet-Black	SWI74134	Swingline	EA	\$6.59
26	3-Hole Punch	Punch, Paper , 3-Hole, adjustment, 10 Sheet-Black	OIC90095	Officemate	EA	\$5.32
27	Battery	Battery - 9V - PK - 4	EVE522FP4	Energizer	PK	\$12.11
28	Battery	Battery - D - PK - 8	EVEE95FP8	Energizer	PK	\$13.50
29	Battery	Battery - AA - PK - 12	EVEE91FP12	Energizer	PK	\$9.78
30	Battery	Battery- AA - PK - 24	EVEEN91	Energizer	PK	\$9.16
31	Battery	Battery - AA - PK - 36	EVEE91SBP36H	Energizer	PK	\$25.89
32	Battery	Battery - AA - PK - 144 Durcell	EVEE91	Energizer	PK	\$102.94
33	Battery	Battery - AAA - PK - 16	EVEE91LP16	Energizer	PK	\$12.53
34	Battery	Battery- AAA - PK - 24	EVEEN92	Energizer	PK	\$9.85
35	Battery	Battery - AAA - PK - 144	EVEE92	Energizer	PK	\$97.97
36	Battery	Battery - N2 E90 1.5V - PK - 2	EVEE90BP2	Energizer	PK	\$1.87
37	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - PK - 144	OIC99050	Officemate	PK	\$0.58
38	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - PK - 24	OIC99050	Officemate	PK	\$0.59
39	Binder Clips	Metal Binder Clip - 2 inch (Large) - PK - 12	OIC99100	Officemate	PK	\$1.40
40	Binder Clips	Metal Binder Clip - 3/4 inch (Small) - PK - 12	OIC99020	Officemate	PK	\$0.23
41	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - PK - 12	OIC99050	Officemate	PK	\$0.59
42	Binder Clips	Metal Binder Clip - 1/2 inch (Mini) - PK - 12	OIC99010	Officemate	PK	\$0.23
43	Bulletin Board	Bulletin Board - 36 x 48 - - Fabric - EA - 1	QRT7684BK	Quartet	EA	\$60.79
44	Bulletin Board	Bulletin Board - 72 x 48 - - Mesh Fabric - EA - 1	LLR75695	Lorell	EA	\$133.49
45	Calculator	Calculator - Sharp - EL-2335B - - EA - 1	SHREL2335B	Sharp	EA	\$2.06

**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

**SUBURBAN STATIONERS, INC.**

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
46	Calculator	Calculator - TI - TI30X - - EA - 1	TEXTI30XSMV	Texas Instruments	EA	\$11.71
47	Calculator	Calculator - TI - TI30XA - - EA - 1	TEXTI30XA	Texas Instruments	EA	\$7.68
48	Calculator	Calculator - TI - TI30XIIS - - EA - 1	TEXTI30XIIS	Texas Instruments	EA	\$12.07
49	Calculator	Calculator - TI - TI34 - - EA - 1	TEXTI34MV	Texas Instruments	EA	\$17.91
50	Calculator	Calculator - TI - TI83PLUS - - EA - 1	TEXTI83PLUS	Texas Instruments	EA	\$90.61
51	Calculator	Calculator - TI - TI84CE - - EA - 1	TEXTTI84+CE	Texas Instruments	EA	\$112.52
52	Calculator	Calculator - TI - TI84PLUS - - EA - 1	TEXTI84PLUS	Texas Instruments	EA	\$90.05
53	Calculator	Calculator - TI - TI84PLUS - - EA - 1	TEXTI84PLUSTKYEL	Texas Instruments	EA	\$96.61
54	Calendar	Calendar - Desk - Month - - SK1400- 17-3/4 x 10-7/8 - - EA - 1	AAGSK1400	At-A-Glance	EA	\$4.25
55	Calendar	Calendar - Desk - Month - AAGSW2400- 22 x 17 - - EA - 1	AAGSW2400	At-A-Glance	EA	\$2.00
56	Calendar	Calendar - Desk - Month - AAGGG250000 - 22 x 17 - Two Color - EA - 1	AAGGG250000	At-A-Glance	EA	\$5.07
57	Calendar	Calendar - Wall - 3 Month - AAGPM1128 - 12 x 27 - Wirebound - EA - 1	AAGPM1128	At-A-Glance	EA	\$8.26
58	Calendar	Calendar - Wall - Month - AAGPM228 - 12 x 17 - Wirebound - EA - 1	AAGPM228	At-A-Glance	EA	\$6.77
59	CD-R	CD-R - 700MB - 80 MIN / 52X - PK - 100	VER94554	Verbatim	PK	\$18.29
60	CD-R	CD-R - 700MB - 80MIN / 48X - PK - 100	MAX648200	Maxell	PK	\$19.36
61	CD-R	DVD-R - 4.7GB - 16X - PK - 100	VER95102	Verbatim	PK	\$24.50
62	CD-R	USB Flash Drive - 16GB - - EA - 1	VER96317	Verbatim	EA	\$7.27
63	CD/DVD Envelope	CD/DVD Envelope - 5 x 5 - White/Clear - - PK - 100	QUA62903	Quality Park	PK	\$1.85
64	CD Envelope	CD Envelope - 5 x 5 - White - PK - 100	CCS26500	Compucessory	PK	\$1.65
65	Chairmat	Chairmat - 36 x 48 - White - Medium Pile Carpet - EA - 1	DEFCM11113	Deflecto	EA	\$27.54
66	Chairmat	Chairmat - 51 x 48 - Clear - PET (plastic) - EA - 1	DEFCM2G242PET	Deflecto	EA	\$37.72
67	Chairmat	Chairmat - 53 x 45 - Clear - Vinyl - EA - 1	DEFCM13233	Deflecto	EA	\$31.30
68	Chairmat	Chairmat - 53 x 45 - - Low Pile - EA - 1	DEFCM13233	Deflecto	EA	\$31.30
69	Classification Folders	Claification Folder - 1/3 tab cut - - Letter - Blue - 2" expansion - EA - 10	NATSP17200	Nature Saver	PK	\$15.52
70	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - - 8 partitions / 4" expansion - EA - 10	ACC15038	Acco	PK	\$32.70
71	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / 1 divider - EA - 10	SMD13730	Smead	PK	\$26.47
72	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Gray - 2" expansion / 2 dividers - EA - 10	NATO1057	Nature	PK	\$14.90
73	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Red - 2" expansion / coated fastener / 6 section - EA - 10	SMD14075	Smead	PK	\$21.86
74	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - - 2" expansion / coated fastener / 4 section - EA - 10	SMD13775	Smead	PK	\$20.03
75	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / coated fastener / 2 pocket - EA - 10	SMD14081	Smead	PK	\$39.35
76	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / coated fastener / heavy duty - EA - 10	SMD14032	Smead	PK	\$30.29
77	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Red - 3 dividers / 3" expansion - EA - 10	SMD14092	Smead	PK	\$36.50
78	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Gray - TOPS Pendaflex Pressboard, 2" Expansion, 4 Fasteners - EA - 10	PFX1257G	Pendaflex	PK	\$27.33
79	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Red - TOPS Pendaflex Pressboard, 2" Expansion, 4 Fasteners - EA - 10	PFX1257R	Pendaflex	PK	\$19.52
80	Classification Folders	Claification Folder - 2/5 tab cut - - Letter - Blue - 3 partitions / 3.5" capacity - EA - 10	SMD14030	Smead	PK	\$29.44
81	Classification Folders	Claification Folder - - Letter - Blue - Hanging - EA - 10	PFXSER2BL	Pendaflex	EA	\$7.06
82	Classification Folders	Claification Folder - - Letter - Blue - 2" fastener / 2 dividers - EA - 10	NATSP17205	Nature Saver	EA	\$17.97
83	Clipboard	Clipboard - - Letter - Hardboard - EA - 1	OIC83100	Officemate	EA	\$0.87
84	Compressed Air	Compressed Air - 10 OZ Canister - 10 oz - Dust-Off Compressed Gas Dusters - PK - 6	VPO00225	Value Plus	PK	\$2.80
85	Conversion Folder	Conversion Folder - - Letter - Manila - tab top / end tab / 3/4" expansion - EA - 100	SMD24190	Smead	PK	\$28.60
86	Cork Bulletin Board	Cork Bulletin Board - 8 x 4 - - EA - 1	QRT2308	Quartet	EA	\$116.50
87	Cork Bulletin Board	Board, Cork, 36X24, Aluminum Frame - - EA - 1	QRT2303	Quartet	EA	\$20.63
88	CORRECTION FLUID	Correction Fluid- - - White - 0.74 OZ - PK - 12	BICWOC12WE	BIC	PK	\$0.48
89	CORRECTION FLUID	Correction Fluid - - White - 0.74 OZ - EA - 1	BICWOC12WE	BIC	EA	\$0.48
90	CORRECTION TAPE	Correction Tape - Grip Dispenser - - White - 1/5" x 27.9 ft - EA - 1	PAP87813	Papermate	EA	\$4.12

## CONTRACT AWARD #18PSX0032

## GENERAL CORE OFFICE SUPPLIES

## SUBURBAN STATIONERS, INC.

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
91	CORRECTION TAPE	Correction Tape - - - White - 0.16" x 39.3 ft - PK - 10	TOM68720	Tombow	PK	\$13.40
92	CORRECTION TAPE	Correction Tape - Sidewinder - - White - 1/5" x 32.8 ft - PK - 10	ITA60233	Integra	PK	\$4.03
93	CORRECTION TAPE	Correction Tape - - - White - 1/6" x 472 ft - PK - 10	BICWOTAP10	BIC	PK	\$14.00
94	Date Stamp	Date Stamp - 1.31" x 2.12" - Month/Day/Year Stamp - EA - 1	XSTN82	Xstamper	EA	\$39.50
95	Dividers	Divider - 15 Tab(s) - Assorted Tab Position - Letter - Multicolor - 15-Tab/Set - EA - 1	AVE11197	Avery	EA	\$15.70
96	Dividers	Divider - 31 Tab(s) - Assorted Tab Position - Letter - Multicolor - 1 Pack of 31 Tabs, Index Table of Contents Monthly - EA - 1	AVE11129	Avery	EA	\$3.88
97	Dividers	Divider - 5 Tab(s) - Assorted Tab Position - Letter - White - 1 Pack of 5-Tab Set, Write-On Big Tab Dividers - EA - 1	AVE23075	Avery	EA	\$0.55
98	Dividers	Divider - 8 Tab(s) - Assorted Tab Position - Letter - Clear - 8-Tab/Set - EA - 1	AVE11468	Avery	EA	\$0.38
99	Dividers	Divider - 8 Tab(s) - Assorted Tab Position - Indexes - Letter - Clear - 8-Tab/Set - EA - 1	BSN20069	Business Source	EA	\$0.35
100	Dividers	Divider - 8 Tab(s) - Assorted Tab Position - Letter - Multicolor - 1 Set of 8-Tab Office Essentials Insertable Dividers - EA - 1	AVE11901	Avery	EA	\$0.37
101	DVD-R	DVD-R - 1.4GB - - PK - 3	MAX567622	Maxell	PK	\$4.61
102	DVD-R	DVD-R - 4.7GB - 16X - PK - 10	VER95099	Verbatim	PK	\$5.35
103	DVD-R	DVD-R - 4.7GB - 16X - PK - 50	VER95037	Verbatim	PK	\$11.09
104	Easel Pad	Easel Pad - 27 x 34 - Unruled - White - PK - 2	MMM559VAD6PK	Post-It	PK	\$95.70
105	Easel Pad	Easel Pad - 25 x 30 - Unruled - White - PK - 6	MMM559	Post-It	PK	\$44.25
106	Easel Pad	Easel Pad - 25 x 30 - Unruled Self-Stick - White - PK - 2	MMM561	Post-It	PK	\$37.21
107	Easel Pad	Easel Pad - 25 x 30 - Ruled - Yellow - PK - 2	MMM561VAD4PK	Post-It	PK	\$78.08
108	Easel Pad	Easel Pad - 25 x 30 - Ruled / Self-Stick - Yellow - PK - 4	TOP24028	Ampad	PK	\$11.22
109	Envelope	Envelope - 10 x 13 - Kraft - gummed clasp / heavy duty - PK - 100	QUA37897	Quality Park	PK	\$7.64
110	Envelope	Envelope - 10 x 13 - Kraft - Interdepartmental - PK - 100	QUA63562	Quality Park	PK	\$17.69
111	Envelope	Envelope - 10 x 13 - Kraft - Interdepartmental - PK - 100	QUA63561	Quality Park	PK	\$17.69
112	Envelope	Envelope - 10 x 13 - Kraft - Interdepartmental / string enclosure - PK - 100	QUACO882	Quality Park	PK	\$22.18
113	Envelope	Envelope - 11-1/2 x 14-1/2 - Kraft - Gummed Clasp - PK - 100	QUA37905	Quality Park	PK	\$16.54
114	Envelope	Envelope - 12 x 15-1/2 - Kraft - Gummed Clasp - PK - 100	QUA37910	Quality Park	PK	\$14.44
115	Envelope	Envelope - 12-1/2 x 19 - Kraft - cushioned - PK - 50	SEL39097	Sealed Air	PK	\$58.25
116	Envelope	Envelope - 14 x 19 - White - self-sealing / polyethylene / redi-strip - PK - 100	QUA45235	Quality Park	PK	\$44.13
117	Envelope	Envelope - 15 x 20 - Kraft - Gummed Flap - PK - 25	QUA42355	Quality Park	PK	\$14.50
118	Envelope	Envelope - 3-1/2 x 4-1/4 - Kraft - Coin envelopes - PK - 500	QUA50260	Quality Park	PK	\$13.12
119	Envelope	Envelope - 4 7/8 x 5 - White - Quality Park CD/DVD Sleeves, Clear Poly Window - PK - 100	QUA77203	Quality Park	PK	\$11.09
120	Envelope	Envelope - 4-1/8 x 9-1/2 - White - Easy Close (Peel & Stick) #10 - PK - 500	QUA69022	Quality Park	PK	\$20.13
121	Envelope	Envelope - 9-1/2 x 4-1/8 - White - Gummed #10 - V Flap - PK - 500	BSN42250	Business Source	PK	\$8.70
122	Envelope	Envelope - 9-1/2 x 4-1/8 - White - Gummed #10 - PK - 500	QUA90020	Quality Park	PK	\$8.82
123	Envelope	Envelope - 9-1/2 x 4-1/8 - White - Security Tint #10 - PK - 500	QUA90030	Quality Park	PK	\$16.10
124	Envelope	Envelope - 5 x 11-1/2 - Kraft - Gummed Flap - PK - 500	QUA11562	Quality Park	PK	\$31.58
125	Envelope	Envelope - 6 x 9 - Brown - Heavy-Duty Metal Clasp - PK - 100	QUA37855	Quality Park	PK	\$5.58
126	Envelope	Envelope - 6 x 9 - Brown - Business Source Heavy-Duty Metal Clasp - PK - 100	BSN36660	Business Source	PK	\$5.45
127	Envelope	Envelope - 6-1/2 x 9-1/2 - Kraft - Gummed Clasp - PK - 100	QUA37863	Quality Park	PK	\$8.31
128	Envelope	Envelope - 9 x 12 - Kraft - Gummed Clasp - PK - 100	QUA37890	Quality Park	PK	\$7.00
129	Envelope	Envelope - 9 x 12 - Kraft - Heavy-Duty / Gummed Clasp - PK - 100	BSN36663	Business Source	PK	\$6.85
130	Envelope	Envelope - 9 x 12 - Kraft - Gummed Flap - PK - 100	QUA43567	Quality Park	PK	\$11.61
131	Envelope	Envelope - 9 x 12 - Kraft - Recycled - Catalog - PK - 100	QUA43511	Quality Park	PK	\$12.14
132	Envelope Moistener	Moistener, Envelope	QUA46065	Quality Park	EA	\$1.12
133	Eraser	Eraser - 4.7 x 1.8 - - Whiteboard Eraser - EA - 1	SAN81505	Expo	EA	\$1.92
134	Expandable Wallet	Expandable Wallet - - - Legal - Brown - 5-1/4" expansion / elastic cord closure - EA - 10	SMD71111	Smead	EA	\$44.06
135	External Hard Drive	External Hard Drive - 3TB - Portable - EA - 1	VER97581	Verbatim	EA	\$86.35

## CONTRACT AWARD #18PSX0032

## GENERAL CORE OFFICE SUPPLIES

## SUBURBAN STATIONERS, INC.

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
136	Fastener Folder	Fastener Folder - 3 Tab(s) - Assorted Tab Position - Legal - Gray - - EA - 25	SMD19944	Smead	EA	\$48.73
137	File Folders	File Folder - 1 Tab(s) - End Tab Position - 9-1/2 x 12-1/4 - Manila - Extended tab / heavyweight - EA - 100	SMD24250	Smead	EA	\$21.57
138	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Blue - Reinforced tab - EA - 100	SMD25010	Smead	EA	\$28.96
139	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Green - Reinforced tab - EA - 100	SMD25110	Smead	EA	\$27.69
140	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - 3/4 expansion - EA - 100	SMD24110	Smead	EA	\$15.65
141	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - 3/4 expansion / antimicrobial / reinforced tab - EA - 100	SMD24113	Smead	EA	\$24.41
142	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - Smead, End Tab Manila Folder, 3/4" Expansion - EA - 100	SMD24100	Smead	EA	\$17.08
143	File Folders	File Folder - 1 Tab(s) - Straight Cut Top Tab Position - Letter - Manila - Reinforced tab - EA - 100	SMD10310	Smead	EA	\$18.25
144	File Folders	File Folder - 1 Tab(s) - Straight Cut Top Tab Position - Letter - Manila - - EA - 100	SMD10300	Smead	EA	\$6.77
145	File Folders	File Folder - 1/2 tab cut - Assorted Tab Position - Letter - Manila - 3/4 expansion - EA - 100	SMD10350	Smead	EA	\$7.10
146	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - Smead End Tab Manila Folders, Reinforced Tabs - EA - 100	SMD24128	Smead	EA	\$20.95
147	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Legal - Manila - - EA - 100	SMD15330	Smead	EA	\$8.40
148	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 3/4 expansion - EA - 50	SMD10401	Smead	EA	\$8.27
149	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - Heavyweight - EA - 100	SMD10334	Smead	EA	\$14.57
150	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Assorted Tab Position - - EA - 100	SMD11943	Smead	EA	\$12.25
151	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 100% recycled - EA - 100	SMD10339	Smead	EA	\$15.51
152	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 3/4" expansion / cutless - EA - 100	SMD10341	Smead	EA	\$10.51
153	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - Reinforced tab / 3/4 expansion - EA - 100	SMD10334	Smead	EA	\$14.57
154	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position Tab Position - Letter - Manila - TOPS Pendaflex Loc Archival - EA - 100	PFX62699	Pendaflex	EA	\$18.53
155	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - XL tabs - EA - 100	SMD10301	Smead	EA	\$10.77
156	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 3/4" expansion / recycled - EA - 100	SMD10230	Smead	EA	\$5.80
157	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - - EA - 250	SMD10330	Smead	EA	\$5.87
158	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - Reinforced Tabs - EA - 250	SMD10337	Smead	EA	\$14.55
159	File Guide	File Guide - 3 Tab(s) - Assorted Tab Position - Letter - Gray - Pressboard File Guides - EA - 100	SMD50334	Smead	EA	\$34.64
160	File Pockets	File Pocket - 1 Tab(s) - End Tab Position - Letter - Manila - 5-1/4" expansion / reinforced tab - EA - 10	SMD75174	Smead	EA	\$27.00
161	File Pockets	File Pocket - 1 Tab(s) - End - Letter - Manila - Smead End Tab, Stright-Cut Tab, 3.5" Expansion - EA - 25	SMD75124	Smead	EA	\$35.03
162	File Pockets	File Pocket - 1 Tab(s) - Top - Letter - Red - Smead, Red, Recycled, Tyvek, 3 1/2" Expansion - EA - 1	SMD73231	Smead	EA	\$1.53
163	File Pockets	File Pocket - 1 Tab(s) - Right - Letter - Manila - Top-Tab Manila Expanding File Pocket, 1" Expansion - EA - 1	SMD75487	Smead	EA	\$0.73
164	File Pockets	File Pocket - - - Legal - Manila - - EA - 100	SMD76500	Smead	EA	\$25.34
165	File Pockets	File Pocket - - - Legal - Manila - - EA - 100	BSN65800	Business Source	EA	\$23.49
166	File Pockets	File Pocket - - - Legal - - 3-1/2" expansion - EA - 10	SMD74624	Smead	EA	\$20.29
167	File Pockets	File Pocket - - - Legal - - 5-1/4" expansion - EA - 10	PFX1536GAM	Pendaflex	EA	\$13.56
168	File Pockets	File Pocket - - - Legal - - 5-1/4" expansion / reinforced gusset - EA - 10	SMD74234	Smead	EA	\$8.40
169	File Pockets	File Pocket - - - Letter - - Reinforced / 5-1/4" expansion - EA - 5	PFX85545	Pendaflex	EA	\$11.80
170	File Pockets	File Pocket - - - Letter - - 3-1/2" expansion / heavy duty - EA - 10	SMD73624	Smead	EA	\$18.64
171	File Pockets	File Pocket - - - Letter - - 5-1/4" expansion - EA - 10	SMD73234	Smead	EA	\$7.21
172	File Pockets	File Pocket - - - Letter - - 5-1/4" expansion / Heavy Duty - EA - 10	SMD73790	Smead	EA	\$34.20
173	File Pockets	File Pocket - - - Letter - - Mylar reinforced, 5.25" expansion - EA - 10	SMD73234	Smead	EA	\$7.21
174	File Pockets	File Pocket - - - Letter - - 1-3/4 expansion - EA - 25	SMD73214	Smead	EA	\$14.14
175	File Pockets	File Pocket - - - Letter - - 3-1/2" expansion - EA - 25	SMD73224	Smead	EA	\$14.70
176	Flip Chart	Flip Chart - 25 x 30 - White - - PK - 2	MMM570	3M	PK	\$24.66
177	Glue Stick	Glue Stick - .26 oz - EA - 1	AVE00166	Avery	EA	\$0.34
178	Glue Stick	Glue Stick - .28 oz - EA - 1	OIC50001	Officemate	EA	\$0.25
179	Hand Sanitizer	Hand Sanitizer - 12 OZ Bottle - 12 OZ - - EA - 1	GOJ363912	Purell	EA	\$4.85



**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

**SUBURBAN STATIONERS, INC.**

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
180	Hand Sanitizer	Hand Sanitizer - 2L Bottle - 2L - Gojo Industries, Purell Economy Size Hand Pump - EA - 1	GOJ962504	Purell	EA	\$21.07
181	Hanging File Folders	Hanging File Folder - 1/5 tab cut Tab(s) - Letter - Green - Smead 100% Recycled, 2" Expansion, 1/5 Tab Cut - EA - 25	SMD65001	Smead	EA	\$13.13
182	Hanging File Folders	Hanging File Folder - 1/5 tab cut Tab(s) - Letter - Green - EA - 25	SMD64055	Smead	EA	\$5.33
183	Hanging File Folders	Hanging File Folder - 3 Tab(s) - Letter - Green - EA - 25	SMD64035	Smead	EA	\$5.64
184	Headphones	Headphones - Black - EA - 1	CCS15151	Compucessory	EA	\$6.92
185	Headset	Headset - EA - 1	PLNCS510	Plantronics	EA	\$217.51
186	Highlighter	Highlighter - Chisel - Assorted - PK - 6	SAN25076	Sharpie	PK	\$2.91
187	Highlighter	Highlighter - Chisel - Yellow - PK - 12	SAN25005	Sharpie	PK	\$5.70
188	Highlighter	Highlighter - Chisel- Fluorescent Yellow - PK - 12	SAN25025	Sharpie	PK	\$5.70
189	Highlighter	Highlighter - Chisel- Green - PK - 12	SAN25026	Sharpie	PK	\$5.70
190	Highlighter	Highlighter - Chisel- Pink - PK - 12	SAN25009	Sharpie	PK	\$5.70
191	Highlighter	Highlighter - Chisel- Turquoise - PK - 12	SAN25010	Sharpie	PK	\$5.70
192	Highlighter	Highlighter - Chisel - Yellow - PK - 12	SAN64324	Sharpie	PK	\$3.86
193	ID Badge Holder	ID Badge Holder - ID card holder reel with belt clip - PK - 25	AVT97101	Advantus	PK	\$6.54
194	ID Card	ID Card - 2.12" x 3.37" - Printable PVC ID Card - PK - 100	AVE74549	Avery	PK	\$11.21
195	ID Card Clip	ID Card Clip - Vinyl Strap w/ 2-Hole Clip - PK - 100	BAU68010	Sicurix	PK	\$3.25
196	ID Name Tags	ID Name Tag - 3 x 4 - Clip style - PK - 100	AVE74541	Avery	PK	\$46.20
197	ID Pouch	ID Pouch - Laminated ID Pouch - EA - 1	BSN20852	Business Source	EA	\$2.44
198	Index Cards	Index Cards - 3 x 5 - Blank/Unruled - White - PK - 100	OXF30	Oxford	PK	\$0.38
199	Ink Ribbon	Ink Ribbon - Black - EA - 1	ITKKOR199B	Industrias Kores	EA	\$2.94
200	Ink Ribbon	Ink Ribbon - Black - EA - 1	BRTTZE241	Brother	EA	\$13.12
201	Ink Ribbon	Ink Ribbon - Black - EA - 1	BRT1030	Brother	EA	\$3.50
202	Label Dividers	Label Dividers - Set of 5 - Multi - Clear-Label Dividers, Primary Multi-Color Tabs, 5 Tabs - PK - 25	AVE11423	Avery	PK	\$55.75
203	Label Insert	Label Insert - Label Insert - White - 2-1/2 x 4.4 - PK - 10	TCO29011	Tatco	PK	\$13.51
204	Label Maker	Label Maker - DYMO - 1752264 - EA - 1	DYM1752264	DYMO	EA	\$99.13
205	Label Maker	Label Maker - DYMO - 1752266 - EA - 1	DYM1752266	DYMO	EA	\$184.15
206	Label Tape	Label Tape - Cartridge - White - 1/2" x 26.2 ft - PK - 2	BRTTZE2312PK	Brother	PK	\$20.07
207	Labels	Labels - Label - White - 1 x 2-5/8 - Easy Peel - PK - 3000	AVE5160	Avery	PK	\$23.49
208	Labels	Labels - Label - White - 1 x 2-5/8 - PK - 3000	AVE30600	Avery	PK	\$5.04
209	Labels	Labels - Label - White - 1 x 4 - Address Labels - PK - 500	AVE5261	Avery	PK	\$6.94
210	Labels	Labels - Label - White - 1 x 4 - PK - 2000	AVE30601	Avery	PK	\$4.78
211	Labels	Labels - Label - White - 1 x 4 - Easy Peel - PK - 5000	AVE5961	Avery	PK	\$49.04
212	Labels	Labels - Label - White - 1 x 4 - Easy Peel - PK - 5000	BSN26113	Business Source	PK	\$39.72
213	Labels	Labels - Roll of 350 - White - 1-1/8 x 3-1/2 - 350 Labels per Roll - RL - 2	DYM30252	DYMO	RL	\$15.90
214	Labels	Labels - Label - White - 1-21/64 x 4 - Address Labels - PK - 1400	AVE5162	Avery	PK	\$24.21
215	Labels	Labels - Label - White - 4 X 1-1/3 - Address Labels - PK - 1400	AVE30602	Avery	PK	\$5.42
216	Labels	Labels - Label - White - 1/2 x 1-3/4 - Easy Peel - PK - 8000	AVE5167	Avery	PK	\$24.48
217	Labels	Labels - Label - White - 2 x 4 - PK - 1000	AVE5163	Avery	PK	\$26.08
218	Labels	Labels - Label - White - 2 x 4 - PK - 1000	AVE30603	Avery	PK	\$5.42
219	Labels	Labels - Label - White - 2-1/8 x 3/4 - For printer / label maker - RL - 320	DYM30324	Dymo	RL	\$10.24
220	Labels	Labels - Label - White - 2-21/64 x 3-3/8 - Adhesive Name Badge Labels - PK - 400	AVE5395	Avery	PK	\$35.55
221	Labels	Labels - Label - White - 2/3" x 3 7/16" - File Folder Labels with TrueBlock - PK - 1500	AVE5366	Avery	PK	\$24.41
222	Labels	Labels - Label - White - 2/3" x 3 7/16" - File Folder Labels - PK - 1500	AVE30632	Avery	PK	\$6.95
223	Labels	Labels - Label - White - 3 x 4 - Name Badge Inserts - PK - 100	AVE74541	Avery	PK	\$46.20
224	Labels	Labels - Label - White - 3-21/64 x 4 - PK - 600	AVE30604	Avery	PK	\$4.78

## CONTRACT AWARD #18PSX0032

## GENERAL CORE OFFICE SUPPLIES

## SUBURBAN STATIONERS, INC.

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
225	Labels	Labels - Label - White - 4 x 2-1/4 - - PK - 250	DYM30857	DYMO	PK	\$15.74
226	Labels	Labels - Label - Clear - 8-1/2 x 11 - - PK - 200	AVE11447	Avery	PK	\$74.25
227	Labels	Labels - Label - White - - CD/DVD Labels - PK - 100 Disc / 200 Spine	AVE5698	Avery	PK	\$20.75
228	Laminating Pouch	Laminating Pouch - Letter - Thermal - PK - 100	FEL5743301	Fellowes	PK	\$9.34
229	Laminating System Refill	Laminating System Refill - 12" x 100 ft - - EA - 1	GBC3000052EZ	GBC	EA	\$37.63
230	Lanyard	Lanyard - 34" - - EA - 1	AVT97128	Advantus	EA	\$0.33
231	Marker	Marker - Dry Erase - Chisel - 4 Colors - - PK - 4	SAN80174	Sharpie	PK	\$3.68
232	Marker	Marker - Dry Erase - Chisel - Assorted Colors - - PK - 12	SAN80699	Sharpie	PK	\$12.90
233	Marker	Marker - Dry Erase - Low Odor - Chisel - Black - PK - 12	SAN80001	Sharpie	PK	\$8.75
234	Marker	Marker - Dry Erase - Low Odor - Chisel - Red - PK - 12	SAN80002	Sharpie	PK	\$8.75
235	Marker	Marker - Dry Erase - Low Odor - Chisel - Blue - PK - 12	SAN80003	Sharpie	PK	\$8.75
236	Marker	Marker - Dry Erase - Low Odor - Chisel - Green - PK - 12	SAN80004	Sharpie	PK	\$8.75
237	Marker	Marker - Dry Erase - Chisel - Black - PK - 12	BICGDE11BK	BIC	PK	\$8.82
238	Marker	Marker - Permanent - Jumbo Chisel - Black - - PK - 12	AVE24148	Avery	PK	\$3.62
239	Marker	Marker - Permanent - Chisel - Black - PK - 12	SAN38201	Sharpie	PK	\$7.52
240	Marker	Marker - Permanent - Chisel - Red - PK - 12	SAN38202	Sharpie	PK	\$7.52
241	Marker	Marker - Permanent - Chisel - Blue - PK - 12	SAN38203	Sharpie	PK	\$7.52
242	Marker	Marker - Permanent - Fine - Black - PK - 12	SAN30001	Sharpie	PK	\$6.25
243	Marker	Marker - Permanent - Fine - Red - PK - 12	SAN30002	Sharpie	PK	\$6.25
244	Marker	Marker - Permanent - Fine - Blue - PK - 12	SAN30003	Sharpie	PK	\$6.25
245	Marker	Marker - Permanent - Fine - Green - PK - 12	SAN30004	Sharpie	PK	\$6.25
246	Marker	Marker - Permanent - Fine - Black - - PK - 12	BICGPM11BK	BIC	PK	\$5.75
247	Marker	Marker - Permanent - Regular - Black - - PK - 12	BICGPM11BLK	BIC	PK	\$5.89
248	Marker	Marker - Permanent - Regular - Blue - - PK - 12	BICGPM11BE	BIC	PK	\$5.89
249	Memo Pad	Memo Pad - Side Bound - 3.62 x 6 - 100 Pages - Romanel cover / green narrow ruled / white paper - Black - EA - 1	SPR36122	Sparco	EA	\$1.92
250	Memo Pad	Memo Pad - Top Bound - 3 x 5 - 60 Pages - - Assorted - EA - 1	RED31120	National	EA	\$0.50
251	Memo Pad	Memo Pad - Top Bound - 3-5/8 x 6 - 100 Pages - Ruled - Black - EA - 1	REDA385	Rediform	EA	\$1.33
252	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 60 Pages - Gregg Ruled - Green - EA - 1	TOP8001	Tops	EA	\$0.55
253	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 60 Pages - Gregg Ruled - White - EA - 1	BSN26740	Business Source	EA	\$0.94
254	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 80 Pages - Gregg ruling - Green - EA - 1	TOP8021	Tops	EA	\$0.69
255	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 76 - 80 Pages - Steno Book - Gregg Ruled - - PK - 12	TOP8001	Tops	PK	\$0.52
256	Name Badge	Vistor Name Badge Blue Bord	CLI92245	Universal	EA	\$1.48
257	Name Badge Holder	Name Badge Holder - 3-1/2 x 2-3/8 - Pre-punched / vinyl - PK - 50	AVE74549	Avery	PK	\$11.21
258	Notebook	Record Book - Black - 11-3/4X7-1/4 - 300 Pages - EA - 1	RED56031	Rediform	EA	\$11.48
259	Notebook	Notebook - Spiral Bound - 7-1/2 x 12-1/8 - 500 Pages - Ruled 35 lines per page / record book - - EA - 1	MEA06780	Mead	EA	\$2.95
260	Notebook	Notebook - Composition - 9-3/4X7-1/2 - 100 Pages - Wide rule - Black - EA - 1	MEA09910	Mead	EA	\$1.17
261	Notebook	Notebook, 1 Subject, Narrow Rule, 8 X 5, White, Recycled Content - 80PG	OXF25400	Oxford	EA	\$1.95
262	Notepad	Notepad - - 5 x 8 - 50 Pages - Legal Ruled - White - PK - 12	TOP00049	Tops	PK	\$3.65
263	Notepad	Notepad - - Letter - 50 Pages - Glue-Top / Wide Ruled - White - PK - 12	TOP7525	Tops	PK	\$5.71
264	Notepad	Notepad - - Letter - 50 Pages - Legal Ruled - White - PK - 12	TOP00052	Tops	PK	\$6.30
265	Notepad	Notepad - - Letter - 50 Pages - Legal Ruled - Yellow - PK - 12	TOP00051	Tops	PK	\$3.80
266	Notepad	Notepad - - Letter - 50 Pages - Wide Ruled - White - PK - 12	TOP7525	Tops	PK	\$5.71
267	Paper Clips	Paper Clip - Jumbo - PK - 1000	OIC99914	Officemate	PK	\$0.45
268	Paper Clips	Paper Clip #1 - Standard - - PK - 100	OIC99911	Officemate	PK	\$0.15
269	Paper Roll	Paper Roll - 3-1/4 x 80 ft - POS Roll - RL - 60	PMC07685	Pm Company	RL	\$83.97

**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

**SUBURBAN STATIONERS, INC.**

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
270	Paper Roll	Paper Roll - 3-1/8 x 230 ft - POS Roll - RL - 50	PMC05214	Pm Company	RL	\$69.70
271	Pen	Pen - Ballpoint - Fine - Black- Retractable - PK - 12	PAP6380187	Papermate	PK	\$5.85
272	Pen	Pen - Ballpoint - Fine - Bue- Retractable - PK - 12	PAP6360187	Papermate	PK	\$5.85
273	Pen	Pen - Ballpoint Stick - Medium- Black - Cap - PK - 12	BICGSM11BK	BIC	PK	\$1.00
274	Pen	Pen - Ballpoint Stick - Medium- Blue - Cap - PK - 12	BICGSM11BE	BIC	PK	\$1.00
275	Pen	Pen - Ballpoint Stick - Medium - Blue - Comfort Grip - PK - 12	BICGSMG11BE	BIC	PK	\$1.69
276	Pen	Pen - Ballpoint Stick - Medium - Black - Comfort Grip - PK - 12	BICGSMG11BK	BIC	PK	\$1.69
277	Pen	Pen - Ballpoint Stick - Medium - Black - Cap - PK - 60	BICGSM609BK	BIC	PK	\$4.31
278	Pen	Pen - Ballpoint Stick - Medium - Blue - Cap - PK - 60	BICGSM609BE	BIC	PK	\$4.31
279	Pen	Pen - Rollerball Gel - Fine Rollerball Gel - Fine - Blue- Retractable - PK - 12	SAN61256	Uni-ball	PK	\$10.50
280	Pen	Pen - Rollerball Gel - Medium - Rollerball Gel - Medium - Black - Retractable - PK - 12	ZEB46810	Zebra	PK	\$9.60
281	Pen	Pen - Rollerball Gel - Medium - Rollerball Gel - Medium - Blue - Retractable - PK - 12	ZEB46820	Zebra	PK	\$9.60
282	Pen	Pen - Rollerball Gel - Medium - Black - Retractable - PK - 12	BICRLC11BK	BIC	PK	\$6.35
283	Pencil	Pencil - #2 Lead - - Pre - Sharpened - PK - 12	DIX13806	Dixon Ticonderoga	PK	\$1.77
284	Pencil	Pencil - #2 Lead - - - - PK - 12	DIX13882	Dixon Ticonderoga	PK	\$1.63
285	Pencil	Pencil - #2 Lead - - - PK - 12	ITA70215	Integra	PK	\$0.93
286	Pencil	Pencil - #2 Lead - - - - PK - 144	DIX14412	Dixon	PK	\$10.84
287	Pencil	Pencil - Colored - Assorted- - PK - 12	DIX22120	Prang	PK	\$1.55
288	Pencil	Pencil - Colored - Crayola - Assorted - - PK - 12	CY0684012	Crayola	PK	\$1.50
289	Pencil Sharpener	Pencil Sharpener - - - Electric Heavy Duty - EA - 1	BOEPS8HDBLK	Stanley Bostitch	EA	\$16.69
290	Pencil Sharpener	Pencil Sharpener - - - Electric - EA - 1	EPI1800	Elmer's	EA	\$17.72
291	Planner	Planner - - Day - 4-7/8 x 8 - AAGG10000 - EA - 1	AAGG10000	At-A-Glance	EA	\$5.79
292	Planner	Planner - - Day - 4-7/8 x 8 - AAGSK4400 - EA - 1	AAGSK4400	At-A-Glance	EA	\$8.51
293	Planner	Planner - - Month - AAGG40000 - 6-7/8 x 8-3/4 - - EA - 1	AAGG40000	At-A-Glance	EA	\$7.65
294	Planner	Planner - - Month - AAGG470H00 - 7-7/8 x 11-7/8 - Tabbed Dividers - EA - 1	AAGG470H00	At-A-Glance	EA	\$10.20
295	Planner	Planner - - Month - AAGG47000 - 7-7/8 x 11-7/8 - - EA - 1	AAGG47000	At-A-Glance	EA	\$8.23
296	Planner	Planner - - Month - AAG7026005 - 9 x 11 - - EA - 1	AAG7026005	At-A-Glance	EA	\$4.49
297	Planner	Planner - - Week - AAG7003505 - 2-1/2 x 4-1/2 - - EA - 1	AAG7003505	At-A-Glance	EA	\$3.51
298	Planner	Planner - - Week - AAGG23200 - 3-1/4 x 6-1/4 - - EA - 1	AAGG23200	At-A-Glance	EA	\$5.52
299	Planner	Planner - - Week - AAGG25000 - 3-3/4 x 6 - - EA - 1	AAGG25000	At-A-Glance	EA	\$7.20
300	Planner	Planner - - Week - AAGG52000 - 8 x 11 - Softcover - EA - 1	AAGG52000	At-A-Glance	EA	\$10.65
301	Planner	Planner - - Week - AAGG20000 - 4-7/8 x 8 - - EA - 1	AAGG20000	At-A-Glance	EA	\$7.23
302	Planner	Planner - - Week - AAGG21000 - 4-7/8 x 8 - Tabbed - EA - 1	AAGG21000	At-A-Glance	EA	\$8.38
303	Planner	Planner - - Week - AAGG520H00 - 8 x 11 - Hardcover - EA - 1	AAGG520H00	At-A-Glance	EA	\$13.66
304	Pocket Folders	Pocket Folder - - - Letter - Yellow - 2-Pocket Folder - EA - 10	AVE47992	Avery	EA	\$5.67
305	Pocket Folders	Pocket Folder - - - Letter - Blue - 2 pocket / 20 sheet capacity - EA - 25	AVE47986	Avery	EA	\$6.17
306	Pocket Folders	Pocket Folder - - - Letter - Multicolor - Two-Pocket Folders, Multicolor, 25/Box	AVE47993	Avery	EA	\$6.64
307	Poly Envelope	Poly Envelope - - - Letter - Blue - String tie enclosure - EA - 5	SMD89522	Smead	EA	\$4.20
308	Poly Pack	Poly Pack - - - 9 x 5.56 - White/Clear - self adhesive - EA - 100	SMD68185	Smead	EA	\$37.43
309	Poly Sheet Protectors	Sheet Protector - - - 11 x 9 - Clear - ring binder sheets - EA - 100	BSN74551	Business Source	EA	\$4.20
310	Portfolio	Portfolio - - - Letter - Blue - 2 pocket laminated die cut - EA - 25	OXF51743	Oxford	EA	\$20.65
311	Printwheel	Printwheel - - 411 Typestyle Printwheel - EA - 1	BRT411	Brother	EA	\$17.89
312	Privacy Filter	Privacy Filter - 23" - - - EA - 1	MMMPF230W9B	3M	EA	\$94.32
313	Record Book	Record Book - Green - 12-1/8 x 7-5/8 - 300 Pages - Ruled 40 lines per page / record book - Blue - EA - 1	RED56031	Rediform	EA	\$11.48
314	Record Book	Record Book - Green - 12-1/8 x 7-5/8 - 500 Pages - Canvas cover - Green - EA - 1	RED56151	Rediform	EA	\$18.23

## CONTRACT AWARD #18PSX0032

## GENERAL CORE OFFICE SUPPLIES

## SUBURBAN STATIONERS, INC.

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
315	Record Book	Record Book - 8-3/4 x 14-1/4 - 500 Pages - Texhide Cover - Black - EA - 1	RED57151	Rediform	EA	\$38.21
316	Report Cover	Report Cover - Letter - Red - 3" capacity - EA - 1	SMD81752	Smead	EA	\$1.46
317	Rubber Bands	Rubber Band - 7 x 1/8 - #117B Large - EA - 12	ALL00700	Alliance	EA	\$0.50
318	Scissors	SCISSOR, 8" STRAIGHT, BLUNT TIP	ACM15588	Westcott	EA	\$4.45
319	Sheet Protector	Sheet Protector - Letter - Economy Weight - PK - 50	CLI90124	C-Line	PK	\$1.75
320	Sheet Protector	Sheet Protector - Letter - Medium Weight - PK - 200	BSN74552	Business Source	PK	\$12.00
321	Sheet Protector	Sheet Protector - Letter - Heavy Weight - PK - 200	CLI62097	C-Line	PK	\$15.54
322	Stapler	Stapler - Silver - Desktop Stapler / 40 Sheet Capacity / Reduced Effort - EA - 1	SWI87845	Swingline	EA	\$17.70
323	Stapler	Stapler - Black - Desktop Stapler / 20 Sheet Capacity - EA - 1	SWI44401	Swingline	EA	\$3.40
324	Stapler	Stapler - Black - Desktop Stapler-Light duty / 20 Sheet Capacity - EA - 1	SWI40501	Swingline	EA	\$3.30
325	Stapler	Stapler - Black - Electric / 25 Sheet Capacity - EA - 1	BOS02210	Stanley Bostitch	EA	\$41.89
326	Stapler	Stapler - Silver - Electric / 45 Sheet Capacity - EA - 1	SWI48209	Swingline	EA	\$63.73
327	Stapler	Stapler - Platinum - Heavy Duty / 160 Sheet Capacity - EA - 1	SWI39002	Swingline	EA	\$21.10
328	Stapler	Stapler Plier, Chrome	BOSP3CHROME	Stanley Bostitch	EA	\$17.27
329	Stapler	Stapler Plier, 20 Sheet Capacity - Black	SWI29950	Swingline	EA	\$16.90
330	Stapler Remover	Stapler Remover - Black - EA - 1	OIC95691	Officemate	EA	\$0.35
331	Staples	Staple - 1/4" - Heavy Duty - PK - 5000	SWI35108	Swingline	PK	\$0.74
332	Staples	Staple - 1/4" - Standard Staples - PK - 5000	BOSSBS1914CP	Stanley Bostitch	PK	\$0.54
333	Sticky Notes	Sticky Notes - 1.5 x 2 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6539YW	Highland	PK	\$0.95
334	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 100 sheets per pad / cape town collection - Assorted - PK - 14	MMM65414AN	Post-It	PK	\$14.22
335	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6549YW	Highland	PK	\$1.97
336	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 90 sheets per pad / Super sticky - Yellow - PK - 12	MMM65412SSCY	Post-It	PK	\$10.80
337	Sticky Notes	Sticky Notes - 3 x 5 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6559YW	Highland	PK	\$3.52
338	Sticky Notes	Sticky Notes - 4 x 6 - Standard / 100 sheets per pad / Ruled - Yellow - PK - 12	MMM6609YW	Highland	PK	\$4.90
339	Sticky Notes	Sticky Note - 3 X 3 - Pop-Up - Yellow - PK - 12	MMM6330YW	Post-It	PK	\$0.80
340	Storage Box	Storage Box - 36 x 24 x 24 - Double Wall Standard Corrugate Box - PK - 5	BOX362424	Box	PK	\$19.03
341	Storage Box	Storage Box - Legal - Medium-Duty, String and Button Closure - PK - 12	FEL00705	Bankers Box	PK	\$76.09
342	Storage Box	Storage Box - Ltr/Lgl - Light Duty - PK - 12	FEL00703	Bankers Box	PK	\$14.53
343	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - PK - 12	FEL07243	Bankers Box	PK	\$59.76
344	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - PK - 12	FEL12775	Bankers Box	PK	\$41.65
345	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - PK - 12	FEL00724	Bankers Box	PK	\$38.32
346	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - PK - 12	FEL07242	Bankers Box	PK	\$59.80
347	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - PK - 12	FEL00709	Bankers Box	PK	\$77.80
348	Storage Box	Storage Box - Ltr/Lgl - Medium Duty - PK - 12	FEL00789	Bankers Box	PK	\$29.83
349	Storage Box	Storage Box - Ltr/Lgl - Medium Duty / 3 DIVIDERS - PK - 12	FEL0083601	Bankers Box	PK	\$64.80
350	Storage Box	Storage Box - Ltr/Lgl - Medium Duty / Recycled - PK - 12	FEL12770	Bankers Box	PK	\$35.70
351	Storage Box	Storage Box - Ltr/Lgl - Medium Duty Hanging File - PK - 4	FEL00785	Bankers Box	PK	\$24.86
352	Surge Protector	Surge Protector - 6 outlet strip - EA - 1	CCS25102	Compucessory	EA	\$8.90
353	Tab Dividers	Set of 5 - 5 Tab(s) - Assorted - Letter - Multicolor - PK - 1	AVE11121	Avery	PK	\$0.70
354	Tabs	Tabs - 1.75" - White - printable self-adhesive - 80/PK	AVE16282	Avery	PK	\$3.66
355	Tape	36 yd RL - 3/4" x 36 yds - Invisible Tape, Matte Finish - RL - 1	MMM6200341296	Highland	RL	\$0.56
356	Tape	650" RL - 3/4" x 54.17 ft - With Dispenser - RL - 1	MMM122	Scotch	RL	\$1.79
357	Tape	Tape Invisible 3/4" x 1000" - RL - 12	MMM62001K	Highland	RL	\$4.34
358	Tape	36 yd RL - 3/4" x 1296" - Invisible Tape, Matte Finish - RL - 12	MMM6200341296	Highland	RL	\$0.56
359	Tape	36 yd RL - 1" x 1296" - Invisible Tape, Matte Finish - RL - 12	MMM81011296	Scotch	RL	\$2.87

**CONTRACT AWARD #18PSX0032****GENERAL CORE OFFICE SUPPLIES****SUBURBAN STATIONERS, INC.**

Item #	Item	Item Description	MFR #	Manufacturer	UOM	CONTRACT PRICE
360	Tape	60 yd RL - 2" x 60 yds - Masking Tape - RL - 6	MMM260048A	Highland	RL	<b>\$2.34</b>
361	Tape	60 yd RL - .94" x 60 yds - - RL - 1	MMM260024A	Highland	RL	<b>\$1.17</b>
362	Tape	72 yd RL - 1" x 72 yds - - RL - 3	MMM620012592	Highland	RL	<b>\$2.31</b>
363	Tape	Tape, Packaging, - CLEAR - 48MM X 50M - PK - 6	MMM37102CR	Tartan	PK	<b>\$0.94</b>
364	Tape Dispenser	Tape Dispenser - - Black - Desktop dispenser / 1" scotch tape - EA - 1	BSN32954	Business Source	EA	<b>\$1.17</b>
365	Tissues	Tissues - BX of 125 Tissues - 125 Tissues - 2 Ply - BX - 12	KCC21601	Kleenex	BX	<b>\$1.32</b>
366	Tissues	Tissues - BX of 30 Tissue - 30 Tissues - 2 Ply - BX - 1	MRC2930BX	Marcal	BX	<b>\$13.90</b>
367	Tissues	Tissues - BX of 95 Tissues - 95 Tissues - 2 Ply - BX - 3	KCC21200	Kleenex	BX	<b>\$4.74</b>
368	USB Flash Drive	USB Flash Drive - 32GB - - EA - 1	VER96806	Verbatism	EA	<b>\$11.56</b>
369	USB Flash Drive	USB Flash Drive - 64GB - - EA - 1	VER97005	Verbatism	EA	<b>\$22.06</b>
370	USB Flash Drive	USB Flash Drive - 8GB - - EA - 1	VER49062	Verbatism	EA	<b>\$7.29</b>
371	Velcro	Velcro Pad - 3/4 x 3/4 - Sticky Back Velcro Squares - RL - 1	VEK90073	Velcro	RL	<b>\$1.51</b>
372	Whiteboard	Whiteboard - 42 x 72 - White - Rolling Magnetic Whiteboard - EA - 1	SAF8511GR	Safco	EA	<b>\$250.97</b>
373	Whiteboard	Board , Dry Erase, 24 X 36	QRT75123	Quartet	EA	<b>\$16.56</b>
374	Wipes	Wipes - 270 Wipes - - Citrus - EA - 1	GOJ911306	Purell	EA	<b>\$10.10</b>

**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
1	3 Ring Binder	3 Ring Binder - D-Ring - 1 Inch - Clear Cover Overlay - Black - EA - 1	AVE09300	Avery	EA	\$1.25
2	3 Ring Binder	3 Ring Binder - D-Ring - 1 Inch - Clear Cover Overlay - White- EA - 1	AVE09301	Avery	EA	\$1.25
3	3 Ring Binder	3 Ring Binder - D-Ring - 1 inch - Black - EA - 1	UNV20761	Universal	EA	\$1.02
4	3 Ring Binder	3 Ring Binder - D-Ring - 1 inch - Red - EA - 1	UNV20763	Universal	EA	\$1.02
5	3 Ring Binder	3 Ring Binder - D-Ring - 1 inch - Royal Blue - EA - 1	UNV20765	Universal	EA	\$1.02
6	3 Ring Binder	3 Ring Binder - D-Ring - 1 inch -Navy Blue - EA - 1	UNV20768	Universal	EA	\$1.02
7	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Clear Cover Overlay -Black - EA - 1	AVE09500	Avery	EA	\$2.19
8	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Clear Cover Overlay - White- EA - 1	AVE09501	Avery	EA	\$2.19
9	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Black- EA - 1	UNV20781	Universal	EA	\$1.64
10	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Red - EA - 1	UNV20783	Universal	EA	\$1.64
11	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch -Royal Blue - EA - 1	UNV20785	Universal	EA	\$1.64
12	3 Ring Binder	3 Ring Binder - D-Ring - 2 inch - Navy Blue - EA - 1	UNV20788	Universal	EA	\$1.64
13	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Clear Cover Overlay - Black - EA - 1	AVE09700	Avery	EA	\$2.58
14	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Clear Cover Overlay -White - EA - 1	AVE09701	Avery	EA	\$2.58
15	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Heavy Duty - Maroon - EA - 1	AVE79363	Avery	EA	\$3.91
16	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Heavy Duty -Green - EA - 1	AVE79783	Avery	EA	\$3.91
17	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Heavy Duty -Blue- EA - 1	AVE79883	Avery	EA	\$3.91
18	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Heavy Duty - Black -EA - 1	AVE79983	Avery	EA	\$3.91
19	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Black - EA - 1	UNV20791	Universal	EA	\$1.87
20	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Red - EA - 1	UNV20793	Universal	EA	\$1.87
21	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch -Royal Blue - EA - 1	UNV20795	Universal	EA	\$1.87
22	3 Ring Binder	3 Ring Binder - D-Ring - 3 inch - Navy Blue- EA - 1	UNV20798	Universal	EA	\$1.87
23	3 Ring Binder	3 Ring Binder - D-Ring - 4 inch - Clear Cover Overlay - White - EA - 1	UNV20994	Universal	EA	\$3.94
24	3 Ring Binder	3 Ring Binder - D-Ring - 4 inch - Clear Cover Overlay -Black - EA - 1	UNV20995	Universal	EA	\$3.94
25	3 Ring Binder	3 Ring Binder - D-Ring - 5 inch - Superstrength with label holder & locking rings -White - EA - 1	UNV20997	Universal	EA	\$9.24
26	3 Ring Binder	3 Ring Binder - D-Ring - 5 inch - Superstrength with label holder & locking rings -Black - EA - 1	UNV20998	Universal	EA	\$9.24
27	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Clear Cover Overlay - Black- EA - 1	AVE05710	Avery	EA	\$0.83
28	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Clear Cover Overlay -White - EA - 1	AVE05711	Avery	EA	\$0.83
29	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch -Blue - EA - 1	AVE03300	Avery	EA	\$0.84
30	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch -Black - EA - 1	AVE03301	Avery	EA	\$0.84
31	3 Ring Binder	3 Ring Binder - Round Ring - 1 inch - Red - EA - 1	AVE03310	Avery	EA	\$0.84
32	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - Clear Cover Overlay - Black - EA - 1	AVE05725	Avery	EA	\$1.35
33	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - Clear Cover Overlay - White -EA - 1	AVE05726	Avery	EA	\$1.35
34	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - Blue - EA - 1	AVE03400	Avery	EA	\$1.22
35	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch - Black - EA - 1	AVE03401	Avery	EA	\$1.22
36	3 Ring Binder	3 Ring Binder - Round Ring - 1-1/2 inch -Red - EA - 1	AVE03410	Avery	EA	\$1.22
37	3 Ring Binder	3 Ring Binder - Round Ring - 2 inch -Blue - EA - 1	AVE03500	Avery	EA	\$1.07
38	3 Ring Binder	3 Ring Binder - Round Ring - 2 inch -Black - EA - 1	AVE03501	Avery	EA	\$1.07
39	3 Ring Binder	3 Ring Binder - Round Ring - 2 inch -Red - EA - 1	AVE03510	Avery	EA	\$1.07
40	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Clear Cover Overlay - Black- EA - 1	AVE05740	Avery	EA	\$2.27
41	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Clear Cover Overlay -White - EA - 1	AVE05741	Avery	EA	\$2.27
42	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Blue - EA - 1	AVE03601	Avery	EA	\$2.32
43	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Black - EA - 1	AVE03602	Avery	EA	\$2.32
44	3 Ring Binder	3 Ring Binder - Round Ring - 3 inch - Red- EA - 1	AVE03608	Avery	EA	\$2.32
45	3-Hole Punch	3-Hole Punch - - Electric / 28 Sheet Capacity - EA - 1	SWI74535	Swingline	EA	\$48.88

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
46	3-Hole Punch	3-Hole Punch - - Electric / 24 Sheet Capacity - EA - 1	GBC7704270	GBC	EA	\$18.88
47	3-Hole Punch	Punch, Paper 3-Hole 12 Sheet - Black	SWI74134	Swingline	EA	\$4.65
48	3-Hole Punch	Punch, Paper 3- Hole 12 Sheet, Black	UNV74323	Universal	EA	\$1.90
49	Battery	Battery - 9V - PK - 4	DURMN16RT4Z	Duracell	PK	\$8.44
50	Battery	Battery - D - PK - 8	DURMN13RT8Z	Duracell	PK	\$7.50
51	Battery	Battery - AA - PK - 12	DURMN15RT12Z	Duracell	PK	\$5.52
52	Battery	Battery - AA - PK - 24	DURPC2400BKD	Duracell	PK	\$3.84
53	Battery	Battery - AA - PK - 144	DURPC1500BKD	Duracell	PK	\$23.04
54	Battery	Battery - AAA - PK - 16	DURMN2400B16Z	Duracell	PK	\$6.67
55	Battery	Battery - AAA - PK - 24	DURPC2400BKD	Duracell	PK	\$3.84
56	Battery	Battery - AAA - PK - 144	DURPC2400BKD	Duracell	CT	\$23.04
57	Battery	Battery - N2 E90 1.5V - PK - 2	EVEE90BP2	Energizer	EA	\$0.71
58	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - BX - 36	UNV10210VP	Universal	BX	\$1.28
59	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - BX - 24	UNV11124	Universal	BX	\$0.90
60	Binder Clips	Metal Binder Clip - 2 inch (Large) - BX - 12	UNV10220	Universal	BX	\$0.47
61	Binder Clips	Metal Binder Clip - 3/4 inch (Small) - BX - 12	UNV10200	Universal	BX	\$0.18
62	Binder Clips	Metal Binder Clip - 3/4 inch (Small) - BX - 40	UNV11140	Universal	BX	\$0.59
63	Binder Clips	Metal Binder Clip - 1-1/4 inch (Medium) - BX - 12	UNV10210	Universal	BX	\$0.31
64	Binder Clips	Metal Binder Clip - 1/2 inch (Mini) - BX - 12	UNV10199	Universal	BX	\$0.18
65	Binder Clips	Metal Binder Clip - 1/2 inch (Mini) - BX 144	UNV10199VP	Universal	BX	\$2.13
66	Bulletin Board	Bulletin Board - 36 x 48 - - Fabric - EA - 1	QRT7684BK	Quartet	EA	\$51.31
67	Bulletin Board	Bulletin Board - 36 x 48 -Gray - Fabric - EA - 1	QRT7694G	Quartet	EA	\$31.31
68	Bulletin Board	Bulletin Board - 72 x 48 - - Mesh Fabric - EA - 1	BVCMVI270301	MasterVision	EA	\$92.82
69	Calculator	Calculator - Sharp - EL-233SB - - EA - 1	SHREL233SB	Sharp	EA	\$1.55
70	Calculator	Calculator - TI - TI30X - - EA - 1	TEXTI30XSMV	Texas Instruments	EA	\$10.33
71	Calculator	Calculator - TI - TI30XA - - EA - 1	TEXT130XA	Texas Instruments	EA	\$6.57
72	Calculator	Calculator - TI - TI30XIIS - - EA - 1	TEXT130XIIS	Texas Instruments	EA	\$8.64
73	Calculator	Calculator - TI - TI34 - - EA - 1	TEXTI34MV	Texas Instruments	EA	\$14.06
74	Calculator	Calculator - TI - TI83PLUS - - EA - 1	TEXTI83PLUS	Texas Instruments	EA	\$70.31
75	Calculator	Calculator - TI - TI84CE - - EA - 1	TEXTTI84+CE	Texas Instruments	EA	\$97.34
76	Calculator	Calculator - TI - TI84PLUS - - EA - 1	TEXTI84PLUS	Texas Instruments	EA	\$83.66
77	Calculator	Calculator - TI - TI84PLUS - - PK - 10	TEXTI84PLUSTKYEL	Texas Instruments	PK	\$624.10
78	Calendar	Calendar - Desk - Month - - SK1400- 17-3/4 x 10-7/8 - - EA - 1	AAGSK1400	At-A-Glance	EA	\$2.34
79	Calendar	Calendar - Desk - Month - AAGSW2400- 22 x 17 - - EA - 1	AAGSW2400	At-A-Glance	EA	\$1.26
80	Calendar	Calendar - Desk - Month - AAGGG250000 - 22 x 17 - Two Color - EA - 1	AAGGG250000	At-A-Glance	EA	\$1.31
81	Calendar	Calendar - Wall - 3 Month - AAGPM1128 - 12 x 27 - Wirebound - EA - 1	AAGPM1128	At-A-Glance	EA	\$4.42
82	Calendar	Calendar - Wall - Month - AAGPM228 - 12 x 17 - Wirebound - EA - 1	AAGPM228	At-A-Glance	EA	\$3.71
83	CD-R	CD-R - 700MB - 80 MIN / 52X - PK - 100	VER94554	Verbatim	PK	\$8.35
84	CD-R	CD-R - 700MB - 80MIN / 48X - PK - 100	MAX648200	Maxell	PK	\$12.24
85	CD-R	DVD-R - 4.7GB - 16X - PK - 100	VER95102	Verbatim	PK	\$12.13
86	CD-R	USB Flash Drive -Cruzer, Glide, 16GB - - EA - 1	SDISDC260016GA46	Sanddisk	EA	\$4.73
87	CD/DVD Envelope	CD/DVD Holder, Individual, Envelope - 5 x 5 - White/Clear - - PK - 50	IVR39403	Innovera	PK	\$0.58
88	Chairmat	Chairmat - 36 x 48 - Clear- Super - EA - 1	DEFM14113	Deflecto	EA	\$21.24
89	Chairmat	Chairmat - 51 x 48 - Clear - PET (plastic) - EA - 1	DEFM13113	Deflecto	EA	\$20.20
90	Chairmat	Chairmat - 53 x 45 - Clear - Vinyl - EA - 1	DEFM13233	Deflecto	EA	\$11.76
91	Chairmat	Chairmat - 53 x 45 - - Low Pile - EA - 1	DEFM13233	Deflecto	EA	\$11.76

**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
92	Classification Folders	Classification Folder - 2/5 tab cut - -25PT, Letter - Blue - 2" expansion - BX - 10	UNV10201	Universal	BX	\$10.23
93	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - - 8 partitions / 4" expansion - BX - 10	ACC15038	Acco	BX	\$28.30
94	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / 1 divider - EA - 10	SMD13730	Smead	BX	\$4.70
95	Classification Folders	Classification Folder - 2/5 tab cut - 25PT - Letter - Gray/Green - 2" expansion / 2 dividers - EA - 10	UNV10273	Universal	PK	\$7.47
96	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Red - 2" expansion / Pressboard / 6 section - EA - 10	UNV10270	Universal	PK	\$7.86
97	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - - 2" expansion / Pressboard / 4 section - BX - 10	UNV10250	Universal	BX	\$10.66
98	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / coated fastener / 2 pocket - BX - 10	SMD14081	Smead	BX	\$22.63
99	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Blue - 2" expansion / 6 section / heavy duty - BX - 10	UNV10301	Universal	BX	\$10.98
100	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Red - 3 dividers / 3" expansion - BX - 10	SMD14092	Smead	BX	\$19.15
101	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Gray/Green - Pressboard/6 section, 2" Expansion, 2 Fasteners - BX - 10	UNV10271	Universal	BX	\$7.86
102	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Red - Pressboard, 2" Expansion, 2 Fasteners - BX - 10	UNV10270	Universal	BX	\$7.86
103	Classification Folders	Classification Folder - 2/5 tab cut - - Letter - Blue - 3 partitions / 3.5" capacity - BX - 10	SMD14094	Smead	BX	\$19.71
104	Classification Folders	Classification Folder - - - Letter - Blue - Hanging - EA - 1	PFXSER2BL	Pendaflex	EA	\$1.57
105	Classification Folders	Classification Folder - - - Letter - Blue - 2" fastener / 6 section - BX - 10	UNV10301	Universal	BX	\$10.98
106	Clipboard	Clipboard - - Letter - Hardboard - EA - 1	UNV40304	Universal	EA	\$0.50
107	Compressed Air	Compressed Air - 10 OZ Canister - 10 oz - Dust-Off Compressed Gas Dusters - PK - 6	PDC105870	Perfect Duster	PK	\$7.04
108	Conversion Folder	Conversion Folder - - - Letter - Manila - tab top / end tab / 3/4" expansion - BX - 100	SMD24190	Smead	BX	\$14.05
109	Cork Bulletin Board	Cork Bulletin Board - 8 x 4 - - - EA - 1	QRT2308	Quartet	EA	\$65.75
110	Cork Bulletin Board	Cork Bulletin Board - 8 x 4 - - - EA - 1	MEA85364	Mead	EA	\$45.75
111	Cork Bulletin Board	Board, Cork, 36X24, Aluminum Frame- EA - 1	QRT2303	Quartet	EA	\$18.46
112	Cork Bulletin Board	Board, Cork, 36x24 Aluminum Frame - EA - 1	MEA85361	Mead	EA	\$8.46
113	CORRECTION FLUID	Correction Fluid - - White - 0.74 OZ - PK - 12	BICWOC12WE	BIC	PK	\$2.88
114	CORRECTION FLUID	Correcton Fluid - - White - 0.74 OZ - EA - 1	BICWOC12WE	BIC	EA	\$0.24
115	CORRECTION TAPE	Correction Tape - Wite-Out - - WHITE - 1/5" x 27.9 ft - EA - 1	BICWOTAPP11	BIC	EA	\$1.21
116	CORRECTION TAPE	Correction Tape- - - White - 0.16" x 39.3 ft - PK - 10	UNV75611	Universal	PK	\$3.05
117	CORRECTION TAPE	Correction Tape - Sidewinder - - White - 1/5" x 32.8 ft - PK - 10	UNV75611	Universal	PK	\$3.05
118	CORRECTION TAPE	Correctio Tape - - - WHITE - 1/6" x 472 ft - PK - 10	PAP6137406	Papermate	PK	\$7.86
119	Date Stamp	Date Stamp - 1.31" x 2.12" - Month/Day/Year Stamp - EA - 1	XSTN82	Shachihata, Inc.	EA	\$33.79
120	Dividers	Divider - 15 Tab(s) - Assorted Tab Position - Letter - Multicolor - 15-Tab/Set - PK - 6	UNV24808	Universal	PK	\$2.76
121	Dividers	Divider - 31 Tab(s) - Assorted Tab Position - Letter - Multicolor - 1 Pack of 31 Tabs, Index Table of Contents Monthly - EA - 1	UNV24814	Universal	SET	\$1.40
122	Dividers	Divider - 5 Tab(s) - Assorted Tab Position - Letter - White - 1 Pack of 5-Tab Set, Write-On Big Tab Dividers - EA - 1	UNV20815	Universal	SET	\$0.39
123	Dividers	Divider - 8 Tab(s) - Assorted Tab Position - Letter - Clear - 8-Tab/Set - EA - 1	AVE11468	Avery	SET	\$0.44
124	Dividers	Divider - 8 Tab(s) - Assorted Tab Position - Letter - Multicolor - 1 Set of 8-Tab Office Essentials Insertable Dividers - EA - 1	AVE11901	Avery	SET	\$0.89
125	DVD-R	DVD-R - 1.4GB - - PK - 3	MAX567622	Maxell	PK	\$3.75
126	DVD-R	DVD-R - 4.7GB - 16X - PK - 10	VER95099	Verbatim	PK	\$1.32
127	DVD-R	DVD-R - 4.7GB - 16X - PK - 50	MAX639013	Maxell	PK	\$6.28
128	Easel Pad	Easel Pad - 25 x 30 - Unruled Self-Stick - White - PK - 2	MMM559	Post-it	PK	\$8.60
129	Easel Pad	Easel Pad - 25 x 30 - Ruled - Yellow - PK - 2	MMM561 2PACK	Post-it	PK	\$24.44
130	Easel Pad	Easel Pad - 25 x 30 - Ruled / Self-Stick - Yellow - PK - 4	MMM561VAD 4PACK	Post-it	PK	\$47.32
131	Easel Pad	Easel Pad - 27 x 34 - Unruled - White - PK - 2	UNV35600	Universal	PK	\$8.88
132	Envelope	Envelope - 10 x 13 - Kraft - gummed clasp /#28 - BX - 100	UNV35267	Universal	BX	\$3.53
133	Envelope	Envelope - 10 x 13 - Kraft - Interdepartmental - BX - 100	QUA63562	Quality Park	BX	\$11.81
134	Envelope	Envelope - 10 x 13 - Kraft - 2 Side Narrowrule, Interdepartmental - BX - 100	UNV63568	Universal	BX	\$9.86
135	Envelope	Envelope - 10 x 13 - Kraft - Interdepartmental / string enclosure - BX - 100	QUACO882	Quality Park	BX	\$17.34
136	Envelope	Envelope - 11-1/2 x 14-1/2 - Kraft - Gummed Clasp - BX - 100	QUA37905	Quality Park	BX	\$11.65



**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

**PRICE SCHEDULE**

<b>W.B. MASON CO., INC</b>						
<b>Item #</b>	<b>Item</b>	<b>Item Description</b>	<b>MFR #</b>	<b>Manufacturer</b>	<b>UOM</b>	<b>Contract Price</b>
137	Envelope	Envelope - 12 x 15-1/2 - Kraft - Gummed Clasp - BX - 100	UNV35270	Universal	BX	\$5.63
138	Envelope	Envelope - 12-1/2 x 19 - Kraft - cushioned - BX - 50	SEL39097	Quality Park	BX	\$26.47
139	Envelope	Envelope - 14 x 19 - White - self-sealing / polyethylene / redi-strip - BX - 100	QUA45235	Quality Park	BX	\$39.46
140	Envelope	Envelope - 15 x 20 - Kraft - Gummed Flap - BX - 25	QUA42355	Quality Park	BX	\$13.40
141	Envelope	Envelope - 3-1/2 x 4-1/4 - Kraft - Coin envelopes - BX - 500	UNV35301	Universal	BX	\$9.47
142	Envelope	Envelope - 4 7/8 x 5 - White - Quality Park CD/DVD Sleeves, Clear Poly Window - BX - 100	QUA77203	Quality Park	BX	\$7.89
143	Envelope	Envelope - 4-1/8 x 9-1/2 - White - Easy Close (Peel & Stick) #10 - BX - 500	UNV36003	Universal	BX	\$9.36
144	Envelope	Envelope - 4-1/8 x 9-1/2 - White - Gummed #10 - V Flap - BX - 500	QUACO125	Columbian Envelopes	BX	\$5.33
145	Envelope	Envelope - 4-1/8 x 9-1/2 - White -Diagonal -Reg- Gummed #10 - BX - 500	UNV35210	Universal	BX	\$4.69
146	Envelope	Envelope - 4-1/8 x 9-1/2 - White - Security Tint #10 - BX - 500	UNV35202	Universal	BX	\$6.75
147	Envelope	Envelope - 5 x 11-1/2 - Kraft - Gummed Flap - BX - 500	QUA11562	Quality Park	BX	\$29.63
148	Envelope	Envelope - 6 x 9 - Brown -Heavy-Duty Metal Clasp - BX - 100	UNV35260	Universal	BX	\$2.87
149	Envelope	Envelope - 6-1/2 x 9-1/2 - #28 . Kraft - Gummed Clasp - BX - 100	UNV35261	Universal	BX	\$2.87
150	Envelope	Envelope - 9 x 12 - Kraft - #28 - Gummed Clasp - BX - 100	UNV35264	Universal	BX	\$2.81
151	Envelope	Envelope - 9 x 12 - Kraft - Heavy-Duty / Gummed Clasp - BX - 100	QUA37790	Quality Park	BX	\$5.49
152	Envelope	Envelope - 9 x 12 - Kraft - Gummed Flap - BX - 100	QUA43567	Quality Park	BX	\$8.30
153	Envelope	Envelope - 9 x 12 - Kraft - Recycled - Catalog - BX - 100	QUA43511	Quality Park	BX	\$7.81
154	Envelope Moistener	Moistener, Envelope - EA	QUA46065	Quality Park	EA	\$1.03
155	Eraser	Eraser - 4.7 x 1.8 - - Whiteboard Eraser - EA - 1	UNV43663	Universal	EA	\$1.27
156	Expandable Wallet	Expandable Wallet - - - Legal - Red - 5-1/4" expansion / elastic cord closure - EA - 1	UNV13080	Universal	EA	\$2.05
157	External Hard Drive	External Hard Drive - USB3 - Portable - EA - 1	VER97581	Verbatim	EA	\$75.15
158	Fastener Folder	Fastener Folder - 3 Tab(s) - Assorted Tab Position - Legal - Gray - - BX - 25	SMD19944	Smead	BX	\$13.99
159	File Folders	File Folder - 1 Tab(s) - End Tab Position - 9-1/2 x 12-1/4 - Manila - Extended tab / heavyweight - BX - 100	SMD24250	Smead	BX	\$14.97
160	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Blue - Reinforced tab - BX - 100	SMD25010	Smead	BX	\$19.14
161	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Green - Reinforced tab - BX - 100	SMD25110	Smead	BX	\$19.14
162	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - 3/4 expansion - BX - 100	SMD24110	Smead	BX	\$5.59
163	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - 3/4 expansion / antimicrobial / reinforced tab - BX - 100	SMD24113	Smead	BX	\$15.21
164	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - Smead, End Tab Manila Folder, 3/4" Expansion - BX - 100	SMD24100	Smead	BX	\$9.48
165	File Folders	File Folder - 1 Tab(s) - Straight Cut Top Tab Position - Letter - Manila - BX - 100	UNV12110	Universal	BX	\$2.19
166	File Folders	File Folder - 1/5 tab cut - Assorted Tab Position - Letter - Manila - 3/4 expansion - BX - 100	UNV12115	Universal	BX	\$2.19
167	File Folders	File Folder - 1 Tab(s) - End Tab Position - Letter - Manila - Smead End Tab Manila Folders, Reinforced Tabs - BX - 100	SMD24128	Smead	BX	\$13.15
168	File Folders	File Folder - 1/3 - Assorted Tab Position - Legal - Manila - BX - 100	UNV15113	Universal	BX	\$4.19
169	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 3/4 expansion - BX - 50	SMD10401	Smead	BX	\$5.02
170	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - Heavyweight - BX - 50	UNV16413	Universal	BX	\$4.94
171	File Folders	File Folder - 1/3 - Assorted Tab Position - Letter - Assorted Tab Position - BX - 100	UNV10506	Universal	BX	\$6.10
172	File Folders	File Folder - 1/3 - Assorted Tab Position - Letter - Manila - 100% recycled - BX - 100	PFX74520	Pendaflex	BX	\$6.00
173	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - 3/4" expansion / cutless - BX - 100	SMD10341	Smead	BX	\$5.85
174	File Folders	File Folder - 1/3 - Assorted Tab Position - Letter - Manila - Reinforced tab / 3/4 expansion - BX - 100	UNV16113	Universal	BX	\$5.09
175	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position Tab Position - Letter - Manila - TOPS Pendaflex Loc Archival - BX - 100	PFX62699	Pendaflex	BX	\$16.44
176	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Manila - XL tabs - BX - 100	SMD10301	Smead	BX	\$6.09
177	File Folders	File Folder - 1/3- Assorted Tab Position - Letter - Manila - 3/4" expansion / recycled - BX - 100	UNV12213	Universal	BX	\$2.19
178	File Folders	File Folder - 1/3 - Assorted Tab Position - Letter - Manila - BX - 100	UNV12113	Universal	BX	\$2.04
179	File Folders	File Folder - 3 Tab(s) - Assorted Tab Position - Letter - Blue - Reinforced Tabs - BX - 100	UNV16161	Universal	BX	\$11.06
180	File Guide	File Guide - 3 Tab(s) - Assorted Tab Position - Letter - Gray - Pressboard File Guides - BX - 100	SMD50334	Smead	BX	\$28.53
181	File Pockets	File Pocket - 1 Tab(s) - End Tab Position - Letter - Manila - 5-1/4" expansion / reinforced tab - BX - 10	SMD75174	Smead	BX	\$16.12

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
182	File Pockets	File Pocket - 1 Tab(s) - End - Letter - Manila - Smead End Tab, Stright-Cut Tab, 3.5" Expansion - BX - 25	SMD75124	Smead	BX	\$22.91
183	File Pockets	File Pocket - 1 Tab(s) - Top - Letter - Red - Smead, Red, Recycled, Tyvek, 3 1/2" Expansion - EA - 1	SMD73231	Smead	EA	\$1.14
184	File Pockets	File Pocket - 1 Tab(s) - Right - Letter - Manila - Top-Tab Manila Expanding File Pocket, 1" Expansion - EA - 1	SMD75487	Smead	EA	\$0.40
185	File Pockets	File Pocket - - Flat Legal - Manila - BX - 100	UNV73400	Universal	BX	\$11.76
186	File Pockets	File Pocket - - Legal - - 3-1/2" expansion - BX - 10	SMD74624	Smead	BX	\$14.06
187	File Pockets	File Pocket - - - Legal - - 5-1/4" expansion - BX - 10	PFX1536GAM	Pendaflex	BX	\$3.67
188	File Pockets	File Pocket - - - Legal - - 5-1/4" expansion- BX - 10	KLF15361	Kleer-Fax	BX	\$4.00
189	File Pockets	File Pocket - - - Letter - - Reinforced / 5-1/4" expansion - BX - 5	PFX85545	Pendaflex	BX	\$7.34
190	File Pockets	File Pocket - - - Letter - - 3-1/2" expansion / heavy duty - BX - 10	SMD73624	Smead	BX	\$13.39
191	File Pockets	File Pocket - - - Letter - - 5-1/4" expansion - BX - 10	KLF15361	Kleer-Fax	BX	\$4.00
192	File Pockets	File Pocket - - - Letter - - 5-1/4" expansion / Heavy Duty - BX - 10	SMD73790	Smead	BX	\$19.20
193	File Pockets	File Pocket - - - Letter - - Mylar reinforced, 5.25" expansion - BX - 10	KLF15341	Kleer-Fax	BX	\$4.47
194	File Pockets	File Pocket - - - Letter - Straight Tab - 1-3/4 expansion - BX - 25	UNV15141	Universal	BX	\$9.39
195	File Pockets	File Pocket - - - Letter - - 5 1/4" expansion - BX - 25	KLF15242	Kleer-Fax	BX	\$7.05
196	Flip Chart	Flip Chart - 25 x 30 - White - - PK - 2	MMM570	3M	PK	\$18.13
197	Glue Stick	Glue Stick -Clear- .28 oz - EA - 1	UNV75748EA	Universal	EA	\$0.13
198	Hand Sanitizer	Hand Sanitizer - 12 OZ Bottle - 12 OZ - - EA - 1	GOJ363912	Purell	EA	\$3.27
199	Hand Sanitizer	Hand Sanitizer - 2L Bottle - 2L - Gojo Industries, Purell Economy Size Hand Pump - EA - 1	GOJ962504	Purell	EA	\$10.23
200	Hanging File Folders	Hanging File Folder - 1/5 tab cut Tab(s) - - Letter - Green - BX - 25	UNV14115	Universal	BX	\$2.51
201	Hanging File Folders	Hanging File Folder - 1/3 tab cut Tab(s) - - Letter - Green - BX - 25	UNV14113	Universal	BX	\$2.88
202	Hanging File Folders	Hanging File Folder - 1/5 tab cut Tab(s) -Assorter Letter - Green - BX - 25	UNV14115	Universal	BX	\$2.51
203	Headphones	Headphones - HP-200 - Black - EA - 1	MAX190318	Maxell	EA	\$3.05
204	Headset	Headset - EA - 1	PLNCS510	Plantronics	EA	\$150.06
205	Highlighter	Highlighter - Chisel - Assorted - - PK - 6	SAN25076	Sharpie	PK	\$1.69
206	Highlighter	Highlighter - - Chisel - Assorted - - PK - 5	UNV08860	Universal	PK	\$0.70
207	Highlighter	Highlighter -- Chisel - Yellow - - PK - 12	SAN25005	Sharpie	PK	\$3.29
208	Highlighter	Highlighter -- Chisel - Orange - - PK - 12	SAN25006	Sharpie	PK	\$3.29
209	Highlighter	Highlighter -- Chisel - Pink - - PK - 12	SAN25009	Sharpie	PK	\$3.29
210	Highlighter	Highlighter -- Chisel - Blue - - PK - 12	SAN25010	Sharpie	PK	\$3.29
211	Highlighter	Highlighter -- Lavender - Yellow - - PK - 12	SAN25019	Sharpie	PK	\$3.29
212	Highlighter	Highlighter -- Chisel -Fluorescent Yellow- - PK - 12	SAN25025	Sharpie	PK	\$3.29
213	Highlighter	Highlighter -- Chisel - Fluorescent Green - - PK - 12	SAN25026	Sharpie	PK	\$3.29
214	Highlighter	Highlighter -- Chisel - Fluorescent Yellow - - PK - 12	SAN64324	Sharpie	PK	\$1.54
215	Highlighter	Highlighter -- Chisel - Pink - - PK - 12	SAN64327	Sharpie	PK	\$1.54
216	Highlighter	Highlighter -- Chisel - Blue - - PK - 12	SAN64328	Sharpie	PK	\$1.54
217	ID Badge Holder	ID Badge Holder -Clear - ID card holder reel - PK - 12	AVT75473	Advantus	PK	\$5.88
218	ID Card	ID Card - 2.12" x 3.37" - Printable PVC ID Card - PK - 100	BAU80300	C-line	PK	\$7.70
219	ID Card Clip	ID Card Clip - - Vinyl Strap w/ 2-Hole Clip - PK - 100	GBC1122897	GBC	PK	\$4.69
220	ID Name Tags	ID Holder, Badge, - 3 x 4 - Clip style - PK - 50	UNV56004	Universal	PK	\$4.69
221	ID Pouch	ID Pouch - - Laminated ID Pouch - PK- 100	MMMT5852100	3M	PK	\$4.00
222	Index Cards	Index Cards - 3 x 5 - Blank/Unruled - White - PK - 100	UNV47200	Universal	PK	\$0.36
223	Ink Ribbon	Ink Ribbon - - Black - - EA - 1	ITKKOR199B	Industries Kores	EA	\$1.87
224	Ink Ribbon	Ink Ribbon - - Black - - EA - 1	DPSR1420	Dataproducts	EA	\$0.35
225	Ink Ribbon	Ink Ribbon - - Black - - EA - 1	BRTTZE241	Brother	EA	\$9.67
226	Ink Ribbon	Ink Ribbon - - Black - - EA - 1	BRT1030	Brother	EA	\$1.35

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
227	Ink Ribbon	Ink Ribbon - - Black - - EA - 1	DPSR1420	Dataproducts	EA	\$0.35
228	Label Dividers	Label Dividers - Set of 5 - Multi - - Clear-Label Dividers, Primary Multi-Color Tabs, 5 Tabs - 25 SETS PER BOX	AVE11423	Avery	BX	\$42.25
229	Label Insert	Label Insert - Label Insert - White - 2-1/2 x 4.4 - - PK - 10	TCO29011	Tatco	PK	\$9.35
230	Label Maker	Label Maker - DYMO - 1752264 - - EA - 1	DYM1752264	DYMO	EA	\$62.32
231	Label Maker	Label Maker - DYMO - 1752266 - - EA - 1	DYM1752266	DYMO	EA	\$102.35
232	Label Tape	Label Tape - Cartridge - White - 1/2" x 26.2 ft - - PK - 2	BRTTZE2312PK	Brother	PK	\$6.35
233	Labels	Labels - Label - White - 1 x 2-5/8 - BX - 3000	AVE30600	Avery	BX	\$3.57
234	Labels	Labels - Label - White - 1 x 2-5/8 - BX - 3000	AVE30600	Avery	BX	\$3.57
235	Labels	Labels - Label - White - 1 x 4 - Address Labels - BX - 500	AVE5261	Avery	BX	\$4.65
236	Labels	Labels - Label - White - 1 x 4 - BX - 2000	AVE30601	Avery	BX	\$3.57
237	Labels	Labels - Label - Laser, White - 1 x 4 - Easy Peel - BX - 5000	AVE30607	Avery	BX	\$10.00
238	Labels	Labels - Roll of 350 - White - 1-1/8 x 3-1/2 - 350 Labels per Roll - RL - 2	DYM30252	DYMO	RL	\$9.95
239	Labels	Labels - Label - White - 1-1/3 x 4 - Address Labels - BX - 1400	AVE30602	Avery	BX	\$3.57
240	Labels	Labels - Label - White - 1/2 x 1-3/4 - BX - 8000	AVE30640	Avery	BX	\$3.65
241	Labels	Labels - Label - Address - White - 2 x 4 - BX - 1000	AVE30603	Avery	BX	\$3.57
242	Labels	Labels - Label - White - 2-1/8 x 3/4 - For printer / label maker - RL - 320	DYM30324	DYMO	RL	\$7.86
243	Labels	Labels - Label - White - 2-21/64 x 3-3/8 - Adhesive Name Badge Labels - BX - 400	AVE5395	Avery	BX	\$26.85
244	Labels	Labels - Label - White - 2/3" x 3 7/16" - File Folder Labels -BX - 1500	AVE30632	Avery	BX	\$5.44
245	Labels	Labels - Label - White - Clip - 3 x 4 - Name Badge Inserts - BX - 50	UNV56004	Universal	BX	\$4.69
246	Labels	Labels - Label - White - 3-21/64 x 4 - BX - 600	AVE30604	Avery	BX	\$3.57
247	Labels	Labels - Label - White - 4 x 2-1/4 - BX - 250	DYM30857	DYMO	BX	\$9.43
248	Labels	Labels - Label -Index Divider, 3HP, Clear - 8-1/2 x 11 - BX - 25	KLF23258	Kleer-Fax	BX	\$32.85
249	Labels	Labels - Label - White - - CD/DVD Labels - PK - 100 Disc / 200 Spine	AVE5698	Avery	PK	\$13.98
250	Laminating Pouch	Laminating Pouch - Letter - Thermal - BX - 100	UNV84622	Universal	BX	\$7.61
251	Laminating System Refill	Laminating System Refill - 5Mil, Clear 11 1/2" x 100 ft - - 2/Box	GBC3125363EZ	GBC	BX	\$44.08
252	Lanyard	Lanyard - Hook, 36" - BX - 24	AVT75424	Advantus	BX	\$4.56
253	Marker	Marker - Dry Erase - - Chisel - - 4 Colors - - PK - 4	SAN80174	Sharpie	PK	\$2.34
254	Marker	Marker - Dry Erase - Chisel - 4 Colors - - PK - 4	UNV43650	Universal	PK	\$0.59
255	Marker	Marker - Dry Erase - Chisel - Assorted Colors - - BX - 12	SAN80699	Sharpie	BX	\$6.72
256	Marker	Marker - Dry Erase Low Odor - Chisel - Black - BX - 12	SAN80001	Sharpie	BX	\$6.12
257	Marker	Marker - Dry Erase Low Odor - Chisel - Red - BX - 12	SAN80002	Sharpie	BX	\$6.12
258	Marker	Marker - Dry Erase Low Odor - Chisel -Blue - BX - 12	SAN80003	Sharpie	BX	\$6.12
259	Marker	Marker - Dry Erase Low Odor - Chisel - Green - BX - 12	SAN80004	Sharpie	BX	\$6.12
260	Marker	Marker - Dry Erase Low Odor - Chisel - Black - BX - 12	UNV43651	Universal	BX	\$1.12
261	Marker	Marker - Dry Erase Low Odor - Chisel - Red - BX - 12	UNV43652	Universal	BX	\$1.12
262	Marker	Marker - Dry Erase Low Odor - Chisel - Blue - BX - 12	UNV43653	Universal	BX	\$1.12
263	Marker	Marker - Dry Erase Low Odor - Chisel - Green - BX - 12	UNV43654	Universal	BX	\$1.12
264	Marker	Marker - Dry Erase - Permanent - Jumbo Chisel - Red - BX - 12	AVE24147	Avery	BX	\$3.27
265	Marker	Marker - Dry Erase - Permanent - Jumbo Chisel -Black - BX - 12	AVE24148	Avery	BX	\$3.27
266	Marker	Marker - Dry Erase - Permanent - Anti-Roll - Chisel - Black - -BX - 12	SAN38201	Sharpie	BX	\$4.22
267	Marker	Marker - Dry Erase - Permanent - Anti-Roll - Chisel - Red- -BX - 12	SAN38202	Sharpie	BX	\$4.22
268	Marker	Marker - Dry Erase - Permanent - Anti-Roll - Chisel -Blue- -BX - 12	SAN38203	Sharpie	BX	\$4.22
269	Marker	Marker - Dry Erase - Permanent - Round Barrel - Chisel - Black - BX - 12	UNV07051	Universal	BX	\$0.97
270	Marker	Marker - Dry Erase - Permanent - Round Barrel - Chisel - Red - BX - 12	UNV07052	Universal	BX	\$0.97
271	Marker	Marker - Dry Erase - Permanent - Round Barrel - Chisel -Blue - BX - 12	UNV07053	Universal	BX	\$0.97

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
272	Marker	Marker - Permanent - Fine -Black - BX - 12	SAN30001	Sharpie	BX	\$4.21
273	Marker	Marker - Permanent - Fine - Red - BX - 12	SAN30002	Sharpie	BX	\$4.21
274	Marker	Marker - Permanent - Fine - Blue - BX - 12	SAN30003	Sharpie	BX	\$4.21
275	Marker	Marker - Permanent - Fine - Green - BX - 12	SAN30004	Sharpie	BX	\$4.21
276	Marker	Marker - Permanent - Fine - Orange - BX - 12	SAN30006	Sharpie	BX	\$4.21
277	Marker	Marker - Permanent - Fine - Purple - BX - 12	SAN30008	Sharpie	BX	\$4.21
278	Marker	Marker - Permanent - Fine - Black- BX 12	UNV07071	Universal	BX	\$1.21
279	Marker	Marker - Permanent - Fine - Red - BX 12	UNV07072	Universal	BX	\$1.21
280	Marker	Marker - Permanent - Fine - Blue- BX 12	UNV07073	Universal	BX	\$1.21
281	Marker	Marker - Permanent - Regular -Black- BX - 12	BICGPM11BLK	BIC	BX	\$3.27
282	Marker	Marker - Permanent - Regular - Red- BX - 12	BICGPM11RD	BIC	BX	\$3.27
283	Marker	Marker - Permanent - Regular - Black - BX - 12	UNV07051	Universal	BX	\$0.97
284	Marker	Marker - Permanent - Regular - Red - BX - 12	UNV07052	Universal	BX	\$0.97
285	Marker	Marker - Permanent - Regular - Blue- BX - 12	UNV07053	Universal	BX	\$0.97
286	Memo Pad	Memo Pad - Side Bound - 3.62 x 6 - 100 Pages - Romanel cover / green narrow ruled / white paper - Black - EA - 1	REDA385	Rediform	EA	\$1.26
287	Memo Pad	Memo Pad - Top Bound - 3 x 5 - 60 Pages - - Assorted - EA - 1	RED31120	Rediform	EA	\$0.39
288	Memo Pad	Memo Pad - Top Bound - 3-5/8 x 6 - 100 Pages - Ruled - Black - EA - 1	REDA435	Rediform	EA	\$1.10
289	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 60 Pages - Gregg Ruled - Green - EA - 1	UNV76620	Universal	EA	\$0.30
290	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 60 Pages - Gregg Ruled - White - EA - 1	UNV76620	Universal	EA	\$0.30
291	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 80 Pages - Gregg ruling - Green - EA - 1	UNV96920	Universal	EA	\$0.33
292	Memo Pad	Memo Pad - Top Bound - 6 x 9 - 80 Pages - Steno Book - Gregg Ruled - - PK - 6	UNV86920PK	Universal	PK	\$1.86
293	Name Badge	Visitor Name Badge Blue Border - PK - 100	AVE5144	Avery	PK	\$3.00
294	Name Badge Holder	Name Badge Holder - 3-1/2 x 2-3/8 - Pre-punched / vinyl - BX - 50	AVT75450	Advantus	BX	\$6.08
295	Notebook	Record Book - Black - 11-3/4x7-1/4 - 300 Pages - EA - 1	RED56231	National	EA	\$3.56
296	Notebook	Notebook -Bound - 7-1/2 x 12-1/8 - 500 Pages - Ruled 35 lines per page / record book - - EA - 1	BOR66500R	Boorum & Pease	EA	\$5.49
297	Notebook	Notebook - Composition - 9-3/4x7-1/2 - 100 Pages - Wide rule - Black - EA - 1	PACMMK37101	Pacon	EA	\$0.52
298	Notebook	Notebook, Wirebound 1 Subject , Narrow Rule, 7.75X5, WHITE, - 80 PG - EA - 1	RED33002	National	EA	\$0.78
299	Notepad	Notepad - - 5 x 8 - 50 Pages - Legal Ruled - White - PK - 12	UNV46300	Universal	PK	\$1.86
300	Notepad	Notepad - - Letter - 50 Pages - Glue-Top / Wide Ruled - White - PK - 12	UNV11000	Universal	PK	\$3.74
301	Notepad	Notepad - - Letter - 50 Pages - Legal Ruled - Yellow - PK - 12	UNV10630	Universal	PK	\$3.45
302	Notepad	Notepad - - Letter - 50 Pages - Legal/Wide Ruled - White - PK - 12	UNV20630	Universal	PK	\$3.45
303	Paper Clips	Paper Clip - Jumbo - BX - 100	UNV72220	Universal	BX	\$0.27
304	Paper Clips	Paper Clip #1 - Standard - BX - 100	UNV72210BX	Universal	BX	\$0.10
305	Paper Roll	Paper Roll - Calc, F/TI5050,Thermal, 3RL/PK	TST3267	TST Impresso	PK	\$2.79
306	Paper Roll	Paper Roll - 3-1/8 x 230 ft -Thermal, 10 RLS/PK	TST338110	TST Impresso	PK	\$11.70
307	PEN	Pen - Ballpoint - Fine - Blue - Retractable - BX - 12	PAP6360187	Papermate	BX	\$3.06
308	PEN	Pen - Ballpoint - Fine - Black- Retractable - BX - 12	PAP6380187	Papermate	BX	\$3.06
309	PEN	Pen - Ballpoint - Fine - Black - Retractable - BX - 12	UNV15520	Universal	BX	\$2.56
310	PEN	Pen - Ballpoint - Fine - Blue - Retractable - BX - 12	UNV15521	Universal	BX	\$2.56
311	PEN	Pen - Ballpoint Stick - Medium - Black - Cap - BX - 12	BICGSM11BK	BIC	BX	\$0.74
312	PEN	Pen - Ballpoint Stick - Medium - Blue- Cap - BX - 12	BICGSM11BE	BIC	BX	\$0.74
313	PEN	Pen - Ballpoint Stick - Medium - Red - Cap - BX - 12	BICGSM11RD	BIC	BX	\$0.74
314	PEN	Pen - Ballpoint Stick - Medium - Black - Cap - BX - 12	UNV27410	Universal	BX	\$0.57
315	PEN	Pen - Ballpoint Stick - Medium - Blue - Cap - BX - 12	UNV27411	Universal	BX	\$0.57
316	PEN	Pen - Ballpoint Stick - Medium - Red- Cap - BX - 12	UNV27412	Universal	BX	\$0.57

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
317	PEN	Pen - Ballpoint - Medium -Black - Comfort Grip - BX - 12	BICGSMG11BK	BIC	BX	\$1.17
318	PEN	Pen - Ballpoint - Medium - Blue- Comfort Grip - BX - 12	BICGSMG11BE	BIC	BX	\$1.17
319	PEN	Pen - Ballpoint - Medium - Red - Comfort Grip - BX - 12	BICGSMG11RD	BIC	BX	\$1.17
320	PEN	Pen - Ballpoint - Medium -Green - Comfort Grip - BX - 12	BICGSMG11GN	BIC	BX	\$1.17
321	PEN	Pen - Ballpoint Stick - Medium - Black - Cap - BX - 60	BICGSMG09BK	BIC	BX	\$3.63
322	PEN	Pen - Ballpoint Stick - Medium - Blue - Cap - BX - 60	BICGSMG09BE	BIC	BX	\$3.63
323	PEN	Pen - Ballpoint Stick - Medium -Black - Cap - BX - 60	UNV15613	Universal	BX	\$2.90
324	PEN	Pen - Ballpoint Stick - Medium - Blue - Cap - BX - 60	UNV15614	Universal	BX	\$2.90
325	PEN	Pen - Rollarball Gel - Fine - Black- Retractable - BX - 12	SAN61255	Uni-Ball	BX	\$6.47
326	PEN	Pen - Rollarball Gel - Fine - Blue- Retractable - BX - 12	SAN61256	Uni-Ball	BX	\$6.47
327	PEN	Pen - Rollarball Gel - Fine - Red- Retractable - BX - 12	SAN61257	Uni-Ball	BX	\$6.47
328	PEN	Pen - Rollarball Gel - Fine - Black - Retractable - BX - 12	ZEB46710	Zebra	BX	\$4.97
329	PEN	Pen - Rollarball Gel - Fine - Blue- Retractable - BX - 12	ZEB46720	Zebra	BX	\$4.97
330	PEN	Pen - Rollarball Gel - Fine - Red- Retractable - BX - 12	ZEB46730	Zebra	BX	\$4.97
331	PEN	Pen - Rollerball Gel - Medium -Black - Retractable - BX - 12	ZEB46810	Zebra	BX	\$5.62
332	PEN	Pen - Rollerball Gel - Medium -Blue - Retractable - BX - 12	ZEB46820	Zebra	BX	\$5.62
333	PEN	Pen - Rollerball Gel - Medium -Red - Retractable - BX - 12	ZEB46830	Zebra	BX	\$5.62
334	PEN	Pen - Rollerball Gel - Medium -Black- Retractable - BX - 12	UNV39913	Universal	BX	\$2.24
335	PEN	Pen - Rollerball Gel - Medium - Blue - Retractable - BX - 12	UNV39913	Universal	BX	\$2.24
336	PEN	Pen - Rollerball Gel - Medium -Red- Retractable - BX - 12	UNV39914	Universal	BX	\$2.24
337	Pencil	Pencil - #2 Lead - - Pre - Sharpened - BX - 12	DIX13806	Dixon	BX	\$1.30
338	Pencil	Pencil - #2 LEAD - BX - 12	DIX13882	Dixon	BX	\$1.11
339	Pencil	Pencil - #2 Lead - BX - 12	UNV55520	Universal	BX	\$0.49
340	Pencil	Pencil - #2 Lead - - PK - 144	DIX14412	Dixon	BX	\$7.13
341	Pencil	Pencil - Colored - - Assorted - BX - 12	DIX22120	Dixon	BX	\$1.02
342	Pencil Sharpener	Pencil Sharpener - -Powerhouse Electric Heavy - EA - 1	EPI1799	Elmer's	EA	\$11.76
343	Pencil Sharpener	Pencil Sharpener - - Electric - EA - 1	XLR1800	X-Acto	EA	\$12.55
344	Planner	Planner - - Day - 4-7/8 x 8 - AAGG10000 - EA - 1	AAGG10000	At-A-Glance	EA	\$4.12
345	Planner	Planner - - Day - 4-7/8 x 8 - AAGSK4400 - EA - 1	AAGSK4400	At-A-Glance	EA	\$3.70
346	Planner	Planner - - Month - AAGG40000 - 6-7/8 x 8-3/4 - - EA - 1	AAGG40000	At-A-Glance	EA	\$2.76
347	Planner	Planner - - Month - AAGG470H00 - 7-7/8 x 11-7/8 - Tabbed Dividers - EA - 1	AAGG470H00	At-A-Glance	EA	\$5.84
348	Planner	Planner - - Month - AAGG47000 - 7-7/8 x 11-7/8 - - EA - 1	AAGG47000	At-A-Glance	EA	\$3.28
349	Planner	Planner - - Month - AAGSK200 - 7-7/8 x 11-7/8 - - EA - 1	AAGSK200	At-A-Glance	EA	\$2.48
350	Planner	Planner - - Month - AAG7026005 - 9 x 11 - - EA - 1	AAG7026005	At-A-Glance	EA	\$3.33
351	Planner	Planner - - Week - AAG7003505 - 2-1/2 x 4-1/2 - - EA - 1	AAG7003505	At-A-Glance	EA	\$2.36
352	Planner	Planner - - Week - AAGG23200 - 3-1/4 x 6-1/4 - - EA - 1	AAGG23200	At-A-Glance	EA	\$2.61
353	Planner	Planner - - Week - AAGG25000 - 3-3/4 x 6 - - EA - 1	AAGG25000	At-A-Glance	EA	\$3.11
354	Planner	Planner - - Week - AAGG52000 - 8 x 11 - Softcover - EA - 1	AAGG52000	At-A-Glance	EA	\$3.65
355	Planner	Planner - - Week - AAGG20000 - 4-7/8 x 8 - - EA - 1	AAGG20000	At-A-Glance	EA	\$4.72
356	Planner	Planner - - Week - AAGG21000 - 4-7/8 x 8 - Tabbed - EA - 1	AAGG21000	At-A-Glance	EA	\$3.41
357	Planner	Planner - - Week - AAGG520H00 - 8 x 11 - Hardcover - EA - 1	AAGG520H00	At-A-Glance	EA	\$8.09
358	Planner	Planner - - Week - AAGG52000 - 8 x 11 - Softcover - EA - 1	AAGG52000	At-A-Glance	EA	\$3.65
359	Pocket Folders	Pocket Folder - - Letter - Yellow - 2-Pocket Folder - BX - 10	OXF57579	Oxford	BX	\$1.49
360	Pocket Folders	Pocket Folder - - Letter - Blue - 2 pocket / 20 sheet capacity - BX - 25	OXF57502	Oxford	BX	\$3.07
361	Pocket Folders	Pocket Folder - - Letter - Multicolor - Two-Pocket Folders, Multicolor, 25/Box - BX - 25	OXF57513	Oxford	BX	\$3.07

**CONTRACT AWARD #18PSX0032**  
**GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
362	Poly Envelope	Poly Envelope - - Letter - Blue - String tie enclosure - BX - 5	SMD89522	Smead	BX	\$2.50
363	Poly Pack	Poly Pack - - 9 x 5.56 - White/Clear - self adhesive - BX - 100	SMD68185	Smead	BX	\$24.58
364	Poly Sheet Protectors	Sheet Protector - - 11 x 9 - Clear - ring binder sheets - BX - 100	UNV21125	Universal	BX	\$2.56
365	Portfolio	Portfolio - - Letter - Blue - 2 pocket laminated die cut - BX - 25	OXF51743	Oxford	BX	\$15.21
366	Printwheel	Printwheel - - 411 Typestyle Printwheel - EA - 1	BRT411	Brother	EA	\$3.71
367	Privacy Filter	Privacy Filter - LCD , 23" - - EA - 1	IVRBLF23W9	Innovera	EA	\$57.27
368	Record Book	Record Book - Green - 12-1/8 x 7-5/8 - 300 Pages - Ruled 40 lines per page / record book - Blue - EA - 1	BOR66300R	Boorum & Pease	EA	\$4.65
369	Record Book	Record Book - Green - 12-1/8 x 7-5/8 - 500 Pages - Canvas cover - Green - EA - 1	BOR66500R	Boorum & Pease	EA	\$5.49
370	Record Book	Record Book - - 8-3/4 x 14-1/4 - 500 Pages - Texhide Cover - Black - EA - 1	RED57151	National	EA	\$29.59
371	Report Cover	Report Cover - - Letter - Red - 3" capacity - EA - 1	UNV80579	Universal	EA	\$0.93
372	Rubber Bands	Rubber Band - 7 x 1/8 - #117B Large - PK - 12	ALL00700	Alliance	PK	\$0.87
373	Scissors	Scissor, 8" Straight, Soft GRIP, Pointed Tip - EA - 1	FSK01004761J	Fiskars	EA	\$2.28
374	Sheet Protector	Sheet Protector - Letter - Economy Weight - BX - 50	UNV21124	Universal	BX	\$1.18
375	Sheet Protector	Sheet Protector - Letter - Medium Weight - BX - 50	UNV21122	Universal	BX	\$6.71
376	Sheet Protector	Sheet Protector - Letter - Heavy Weight - BX - 200	UNV21128	Universal	BX	\$2.32
377	Stapler	Stapler - - Silver - Desktop Stapler / 40 Sheet Capacity / Reduced Effort - EA - 1	SWI87845	Swingline	EA	\$13.34
378	Stapler	Stapler - - Black - Desktop Stapler / 20 Sheet Capacity - EA - 1	SWI44401	Swingline	EA	\$1.68
379	Stapler	Stapler - - Black - Desktop Stapler / 20 Sheet Capacity - EA - 1	UNV43118	Universal	EA	\$0.63
380	Stapler	Stapler - - Black - Electric / 25 Sheet Capacity - EA - 1	BOS02210	Stanley Bostitch	EA	\$25.19
381	Stapler	Stapler - - Silver - Electric / 45 Sheet Capacity - EA - 1	SWI48209	Swingline	EA	\$47.00
382	Stapler	Stapler - - Silver - Electric / 45 Sheet Capacity - EA - 1	BOSB8EVALUE	Stanley Bostitch	EA	\$37.00
383	Stapler	Stapler - - Platinum - Heavy Duty / 160 Sheet Capacity - EA - 1	SWI39002	Swingline	EA	\$13.66
384	Stapler	Stapler - - Platinum - Heavy Duty / 200 Sheet Capacity - EA - 1	UNV43048	Universal	EA	\$8.66
385	Stapler	Stapler, Plier, Chrome - EA - 1	BOSP3CHROME	Bostitch	EA	\$11.41
386	Stapler	Stapler, Plier, Black - EA - 1	UNV43108	Universal	EA	\$5.49
388	Stapler Remover	Stapler Remover - - Black - - EA - 1	UNV00700	Universal	EA	\$0.23
389	Staples	Staple - 1/4" - Heavy Duty - BX - 5000	SWI35108	Swingline	BX	\$0.46
390	Staples	Staple - 1/4" - Standard Staples - BX - 5000	SWI35450	Swingline	BX	\$0.40
391	Sticky Notes	Sticky Notes - 1.5 x 2 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6539YW	Highland Notes	PK	\$0.97
392	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 100 sheets per pad / cape town collection - Assorted - PK - 14	MMM65414AN	Highland Notes	PK	\$7.58
393	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6549YW	Highland Notes	PK	\$2.09
394	Sticky Notes	Sticky Notes - 3 x 3 - Standard / 90 sheets per pad / Super sticky - Yellow - PK - 12	MMM65412SSCY	Highland Notes	PK	\$6.51
395	Sticky Notes	Sticky Notes - 3 x 5 - Standard / 100 sheets per pad - Yellow - PK - 12	MMM6559YW	Highland Notes	PK	\$3.05
396	Sticky Notes	Sticky Notes - 4 x 6 - Standard / 100 sheets per pad / Ruled - Yellow - PK - 12	MMM6609YW	Highland Notes	PK	\$4.59
397	Sticky Notes	Sticky Note - 3 X 3 - Fanfold - YELLOW - PK - 12	UNV35664	Universal	PK	\$2.75
398	Storage Box	Storage Box - 36 x 24 x 24 - Double Wall Standard Corrugate Box - BX - 5	BPT362424		BX	\$21.73
399	Storage Box	Storage Box - Legal - Heavy Duty - BX - 4	0001203		BX	\$9.53
400	Storage Box	Storage Box - Legal - Medium-Duty, String and Button Closure - White - BX - 12	UNV75131	Universal	BX	\$25.28
401	Storage Box	Storage Box - Ltr/Lgl - Light Duty - White - BX - 12	UNV95223	Universal	BX	\$9.39
402	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - White - BX - 10	3325001	3nnovera	BX	\$7.51
403	Storage Box	Storage Box - Ltr/Lgl - 12X15X10, Heavy Duty -White - BX - 12	UNV95224	Universal	BX	\$12.24
404	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - Kraft - BX - 12	UNV28224	Universal	BX	\$14.99
405	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty - BX - 12	FEL00709	Bankers Box	BX	\$55.26
406	Storage Box	Storage Box - Ltr/Lgl - Heavy Duty / Triple Wall - BX - 12	23490-CC		BX	\$9.39
407	Storage Box	Storage Box - Ltr/Lgl - Medium Duty -White - BX - 12	UNV85700	Universal	BX	\$18.33

**CONTRACT AWARD #18PSX0032  
GENERAL CORE OFFICE SUPPLIES**

## PRICE SCHEDULE

W.B. MASON CO., INC						
Item #	Item	Item Description	MFR #	Manufacturer	UOM	Contract Price
408	Storage Box	Storage Box - Ltr/Lgl - Medium Duty / 3 DIVIDERS - BX - 12	FEL0083601	Bankers Box	BX	\$60.14
409	Storage Box	Storage Box - Ltr/Lgl - Medium Duty / Recycled - White - BX - 12	UNV85700	Universal	BX	\$18.33
410	Storage Box	Storage Box - Ltr/Lgl - Medium Duty Hanging File - BX - 4	FEL00785	Bankers Box	BX	\$14.97
411	Surge Protector	Surge Protector - White- - 6 outlet strip - EA - 1	IVR71652	Innovera	EA	\$5.88
412	Tab Dividers	Set of 5 - 5 Tab(s) - Assorted - Letter - Multicolor - - PK - 1	AVE512111	Avery	EA	\$0.43
413	Tabs	Tabs - - - 1.75" - White - printable self-adhesive - PK - 80	AVE16282	Avery	PK	\$2.76
414	Tape	36 yd RL - 3/4" x 36 yds - Invisible Tape, Matte Finish - RL - 1	MMM6200341296VP	Highland	RL	\$0.65
415	Tape	650" RL - 3/4" x 54.17 ft - With Dispenser - PK - 6	MMM6122	Scotch Magic Tape	PK	\$6.18
416	Tape	Tape Invisible , 3/4" x 1000", Write On - PK-6	UNV83410	Universal	PK	\$1.77
417	Tape	36 yd RL - 3/4" x 1296" - Invisible Tape, Matte Finish - RL - 1	MMM6200341296VP	Highland	RL	\$0.65
418	Tape	36 yd RL - 1" x 1296" - Invisible Tape, Matte Finish - RL - 1	MMM810121296	Scotch Tape	RL	\$0.74
419	Tape	60 yd RL - 2" x 60 yds - Masking Tape - RL - 1	MMM260048A	Highland	RL	\$0.78
420	Tape	60 yd RL - .94" x 60 yds - - RL - 1	MMM260024A	Highland	RL	\$0.58
421	Tape	72 yd RL - 1" x 72 yds - - RL - 3	MMM620012592	Highland	RL	\$2.15
422	Tape	Tape, Packaging, Clear - 3 Mil, 48MM X 50M - PK - 6	UNV93000	Universal	PK	\$5.16
423	Tape Dispenser	Tape Dispenser - - Black - Desktop dispenser / 1" scotch tape - EA - 1	UNV15001	Universal	EA	\$0.77
424	Tissues	Tissues - Box of 125 - 2 PLY - BX - 1	KCC21606BX	Kleenex	BX	\$1.14
425	Tissues	Tissues - Box of 100 - 2 PLY - 30 Box per Carton - CT - 1	BWK6500	Boardwalk	CT	\$10.32
426	Tissues	Tissues - Box of 95 - 2 Ply - BX -1	KCC21270BX	Kleenex	BX	\$1.21
427	USB Flash Drive	USB Flash Drive - 32GB - - EA - 1	VER96806	Verbatim	EA	\$8.78
428	USB Flash Drive	USB Flash Drive - 64GB - - EA - 1	VER97005	Verbatim	EA	\$14.18
429	USB Flash Drive	USB Flash Drive - 8GB - - EA - 1	VER49062	Verbatim	EA	\$5.41
430	Velcro	Velcro Pad - 3/4 x 3/4 - Removable Mounting Squares - PK -12	VEK95190	Verbatim	PK	\$0.48
431	Whiteboard	Whiteboard - 42 x 72 - White - Rolling Magnetic Whiteboard - EA - 1	SAF8511GR	Safco	EA	\$193.51
432	Whiteboard	Board, Dry Erase, 24 X 36 - EA - 1	QRT75123	Quartet	EA	\$14.02
433	Wipes	Wipes - 270 Wipes - - Citrus - PK - 1	PURELL 9113-06	Purell	PK	\$7.06

## CONTRACT AWARD #18PSX0032

PRICE SCHEDULE Rev.

1/2019 Supplement #2

## CORE CUT SHEET PAPER

## WB MASON, CO., INC

Item #	Item Description	Item #	Manufacturer	UOM	Contract Price
1	Recycled Copy Paper, White, 8-1/2" x 11" - 30% Post- Consumer Waste, 20#, 92 Bright - Ream (500 SHEETS)	WBM20030	W.B. Mason	Ream	\$2.99
2	Recycled Copy Paper, White, 8-1/2" x 11" - 30% Post-Consumer Waste, 20#, 92 Bright - Carton/Case (10 REAMS)	WBM20030	W.B. Mason	Carton	\$26.90
3	Recycled Copy Paper, White, 8-1/2" x 11" - 30% Post-Consumer Waste, 20#, 92 Bright - Skid/Pallet (400 REAMS)	WBM20030	W.B. Mason	Skid/Pallet	\$1,070.00
4	Recycled Copy Paper, White, 8-1/2" x 11" - 30% Post-Consumer Waste, 20#, 92 Bright - Truckload (8400 REAMS)	WBM20030	W.B. Mason	Truckload	\$22,344.00
	<b>Recycled Copy Paper, Colors other than White, 8-1/2" x 11" -30% Post-Consumer Waste, 20# - Ream, (500 SHEETS)</b>	<b>See List of Colors Below</b>			
5	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Bottle Rocket Blue, 500 Sheets/RM	CASMP2201BE	Boise	Ream	\$3.39
6	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Boomin' Buff, 500 Sheets/RM	CASMP2201BF	Boise	Ream	\$3.39
7	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Cherry Charge, 500 Sheets/RM	CASMP2201CHE	Boise	Ream	\$3.39
8	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Crackling Canary, 500 Sheets/RM	CASMP2201CY	Boise	Ream	\$3.39
9	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Popper-mint Green, 500 Sheets/RM	CASMP2201GN	Boise	Ream	\$3.39
10	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Golden Glimmer, 500 Sheets/RM	CASMP2201GRP	Boise	Ream	\$3.39
11	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Smoke Gray, 500 Sheets/RM	CASMP2201GY	Boise	Ream	\$3.39
12	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Flashing Ivory, 500 Sheets/RM	CASMP2201IY	Boise	Ream	\$3.39
13	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Luminous Lavender, 500 Sheets/RM	CASMP2201LV	Boise	Ream	\$3.39
14	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Echo Orchid, 500 Sheets/RM	CASMP2201OR	Boise	Ream	\$3.39
15	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Powder Pink, 500 Sheets/RM	CASMP2201PK	Boise	Ream	\$3.39
16	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Pumpkin Glow, 500 Sheets/RM	CASMP2201PKN	Boise	Ream	\$3.39
17	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Jammin' Salmon, 500 Sheets/RM	CASMP2201SN	Boise	Ream	\$3.39
18	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Rat-a-Tat Tan, 500 Sheets/RM	CASMP2201TN	Boise	Ream	\$3.39
19	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Turbulent Turquoise, 500 Sheets/RM	CASMP2201TT	Boise	Ream	\$3.39
	<b>Recycled Copy Paper, Color other than White, 8-1/2" x 11" - 30% Post-Consumer Waste, 20# - Carton/Case (10 REAMS)</b>	<b>See List of Colors Below</b>			
20	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Bottle Rocket Blue, 500 Sheets/RM	CASMP2201BE	Boise	Carton	\$33.50
21	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Boomin' Buff, 500 Sheets/RM	CASMP2201BF	Boise	Carton	\$33.50
22	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Cherry Charge, 500 Sheets/RM	CASMP2201CHE	Boise	Carton	\$33.50
23	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Crackling Canary, 500 Sheets/RM	CASMP2201CY	Boise	Carton	\$33.50
24	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Popper-mint Green, 500 Sheets/RM	CASMP2201GN	Boise	Carton	\$33.50
25	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Golden Glimmer, 500 Sheets/RM	CASMP2201GRP	Boise	Carton	\$33.50
26	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Smoke Gray, 500 Sheets/RM	CASMP2201GY	Boise	Carton	\$33.50
27	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Flashing Ivory, 500 Sheets/RM	CASMP2201IY	Boise	Carton	\$33.50
28	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Luminous Lavender, 500 Sheets/RM	CASMP2201LV	Boise	Carton	\$33.50
29	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Echo Orchid, 500 Sheets/RM	CASMP2201OR	Boise	Carton	\$33.50
30	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Powder Pink, 500 Sheets/RM	CASMP2201PK	Boise	Carton	\$33.50
31	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Pumpkin Glow, 500 Sheets/RM	CASMP2201PKN	Boise	Carton	\$33.50
32	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Jammin' Salmon, 500 Sheets/RM	CASMP2201SN	Boise	Carton	\$33.50
33	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Rat-a-Tat Tan, 500 Sheets/RM	CASMP2201TN	Boise	Carton	\$33.50
34	Fireworx Colored Paper, 20 lb., 8 1/2 x 11, Turbulent Turquoise, 500 Sheets/RM	CASMP2201TT	Boise	Carton	\$33.50



## CONTRACT AWARD #18PSX0032

## CORE CUT SHEET PAPER

PRICE SCHEDULE Rev.

1/2019 Supplement #2

## WB MASON, CO., INC

Item #	Item Description	Item #	Manufacturer	UOM	Contract Price
35	Copy Paper, White, Microperforated, 8-1/2" X 11" - 20# - 2500 Sheets Per Carton - Carton (2500 SHEETS)	TST30070	Alliance	Carton	\$27.90
36	Copy Paper, White, 8-1/2" x 11" - 3 Hole Punch - 30% Post Consumer Waste, 20#, 92 Bright - Case - 10 Reams Per Case - Ream (500 SHEETS)	WBM20330	W.B. Mason	Ream	\$3.25
37	Recycled Copy Paper, White, 8-1/2" x 14" - 30% Post- Consumer Waste, 20#, 92 Bright - Ream (500 SHEETS)	WBM20314	W.B. Mason	Ream	\$4.99
38	Recyled Copy Paper, White, 8-1/2" x 14" - 30% Post-Consumer Waste, 20#, 92 Bright - Carton/Case (10 REAMS)	WBM20314	W.B. Mason	Carton	\$37.70
	<b>Recycled Copy Paper, Color Other Than White, 8-1/2" x 14" - 30% Post-Consumer Waste, 20# - Ream (500 SHEETS) - REAM (500 SHEETS)</b>	<b>See List of Colors Below</b>			
39	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Bottle Rocket Blue, 500 Sheets/RM	CASMP2204BE	Boise	Ream	\$4.64
40	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Crackling Canary, 500 Sheets/RM	CASMP2204CY	Boise	Ream	\$4.64
41	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Popper-mint Green, 500 Sheets/RM	CASMP2204GN	Boise	Ream	\$4.64
42	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Goldenrod, 500 Sheets/RM	CASMP2204GRP	Boise	Ream	\$4.64
43	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Flashing Ivory, 500 Sheets/RM	CASMP2204IY	Boise	Ream	\$4.64
44	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Powder Pink, 500 Sheets/RM	CASMP2204PK	Boise	Ream	\$4.64
	<b>Recycled Copy Paper, Color Other Than White, 8-1/2" x 14" - 30% Post-Consumer Waste, 20# - Ream (500 SHEETS) - Carton/Case (10 REAMS)</b>	<b>See List of Colors Below</b>			
45	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Bottle Rocket Blue, 500 Sheets/RM	CASMP2204BE	Boise	Carton	\$45.90
46	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Crackling Canary, 500 Sheets/RM	CASMP2204CY	Boise	Carton	\$45.90
47	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Popper-mint Green, 500 Sheets/RM	CASMP2204GN	Boise	Carton	\$45.90
48	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Goldenrod, 500 Sheets/RM	CASMP2204GRP	Boise	Carton	\$45.90
49	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Flashing Ivory, 500 Sheets/RM	CASMP2204IY	Boise	Carton	\$45.90
50	Fireworx Colored Paper, 20 lb., 8 1/2 x 14, Powder Pink, 500 Sheets/RM	CASMP2204PK	Boise	Carton	\$45.90
51	Recycled Copy Paper, White, 11" x 17" - 30% Post-Consumer Waste, 92 Bright - Ream (500 SHEETS)	WBM20317	W.B. Mason	Ream	\$7.98
52	Recycled Copy Paper, White, White, 11" x 17" - 30% Post-Consumer Waste, 20#, 92 Bright - Carton/Case (5 REAMS)	WBM20317	W.B. Mason	Carton	\$32.30
53	Paper, Computer, Continuous Form, 1 Part, 9-1/2" x 11", 20# - 2300 Count	TST7143	Alliance	Carton	\$19.95
54	<b>Non-Core Paper - Paper Items</b>			Catalog	-72%

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-1	Toner,F/HL3140/HL3170,BLK-2.5K	BRTTN221BK	EA	2,500	<b>\$51.77</b>
REM-1	Toner, Brother,TN420,BK SELECT	BRTTN420 - Reman	EA	1,080	<b>\$18.63</b>
OEM-2	Toner,BLK.F/HL2240-1.2K	BRTTN420	EA	1,200	<b>\$22.12</b>
REM-2	Toner,F/BRT TN450,HY,BK	BRTTN450 - Reman	EA	2,600	<b>\$18.63</b>
OEM-3	Toner,BLK.F/H220-2.6K	BRTTN450	EA	2,600	<b>\$43.06</b>
REM-3	Toner,CAN LC810,BK	CNM75556 - Reman	EA	4,500	<b>\$28.35</b>
REM-4	Cart,FX7,F/710/720	CNM7621A001AA - Reman	EA	4,050	<b>\$24.51</b>
OEM-5	Toner,F/L120/MF4150(0263B001AA)-2K	CNM0263B001	EA	2,000	<b>\$63.87</b>
REM-5	Toner,F/LC510 FX8/S35-(3.5K)	CNM8955A001AA - Reman	EA	3,500	<b>\$18.63</b>
OEM-6	Cart ,LSR,FX-3,F/LC4000-2.7K(1557A002)	CNM1557A002BA	EA	2,700	<b>\$56.40</b>
REM-6	Toner,F/ HP LJ4100 (CTG61XP)10K	HEWC8061X - Reman	EA	10,000	<b>\$22.94</b>
OEM-7	Toner,F/D1120/1150(120)-5K	CNM2617B001AA	EA	5,000	<b>\$121.58</b>
REM-7	Toner,HP 4014-10K	HEWCC364A - Reman	EA	10,000	<b>\$43.14</b>
OEM-8	Toner,CRG118YEL,F/MF8350-2.9K	CNM2659B001AA	EA	2,900	<b>\$73.53</b>
REM-8	Toner,HP LJ 4015-24K	HEWCC364X - Reman	EA	24,000	<b>\$62.37</b>
REM-9	Toner,HP 78A,BK	HEWCE278A - Reman	EA	2,100	<b>\$22.06</b>
OEM-9	118 SERIES CYAN(2661B001),MAG(2660B001),YLW(2659B001)	CNM2660B015AA	EA	8,700 (2,900 each color)	<b>\$73.53</b>
OEM-10	Toner,CRG119 II,BK-6.4K	CNM3480B001	EA	6,400	<b>\$136.28</b>
REM-10	Toner,HP 90A,BK-10K	HEWCE390A - Reman	EA	10,000	<b>\$48.04</b>
OEM-11	Toner,CRG128,BK,F/MF4570-2.1K	CNM3500B001AA	EA	2,100	<b>\$62.33</b>
REM-11	Toner,HP M551 HY,BK (507X)-11K	HEWCE400X - Reman	EA	11,000	<b>\$69.11</b>
OEM-12	Inkcart,CLI251,GY	CNM6517B001	EA	780	<b>\$10.24</b>
REM-12	Toner,HP M551,CN (507A)-6K	HEWCE401A - Reman	EA	6,000	<b>\$57.85</b>
OEM-13	Toner,FX7 F/LC710/LC730-4.5K	CNM7621A001AA	EA	4,500	<b>\$57.85</b>
REM-13	Toner,HP M551,MG (507A)-6K	HEWCE403A - Reman	EA	6,000	<b>\$57.85</b>
OEM-15	TRANSFER KIT,CLJ4700/4730MFP/CP4005	HEWQ7504A	EA	120,000	<b>\$225.50</b>
REM-15	Toner,F/HP80A-2.4K	HEWCF280A - Reman	EA	2,430	<b>\$28.43</b>
OEM-14	Toner,FAX,NGL,FX8,BK	CNM8955A001AA	EA	3,500	<b>\$67.65</b>
REM-14	Toner,F/HP P2035-2.3K	HEWCE505A - Reman	EA	2,300	<b>\$27.79</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-16	Toner,F/LJ 1012/3030(2K)	HEW2612A	EA	2,000	<b>\$46.69</b>
REM-16	Toner,CMPT F/HP4200-12K	HEWQ1338A - Reman	EA	10,800	<b>\$33.53</b>
OEM-17	INKCART F/600C PRTR,BK	HEW51645A	EA	930	<b>\$30.48</b>
REM-17	Toner,HP 4250/4350,BK-20K	HEWQ5942X - Reman	EA	18,000	<b>\$46.50</b>
OEM-18	Toner,F/LJ1160/1320-2.5K	HEW5949A	EA	2,500	<b>\$51.96</b>
REM-18	Toner,CMP,F/HP Q7551X-13K	HEWQ7551X- Reman	EA	13,000	<b>\$44.12</b>
OEM-19	Toner,LJ.4/5(6K)	HEW92298A	EA	6,800	<b>\$57.85</b>
REM-19	Toner,T63X 21K,	LEX12A7462 - Reman	EA	21,000	<b>\$52.06</b>
REM-20	Toner,F/SP C310A,BLK-2.5K	RIC310A - Reman	EA	2,500	<b>\$63.93</b>
OEM-20	INKCART,HP727,300ML,MTBK	HEWC1Q12A	EA	300 ml	<b>\$109.04</b>
OEM-21	INKCART ,951 CMY/950XL BLK	HEWC2P01FN	EA	500 (250 per ctg)	<b>\$65.69</b>
OEM-22	INKCART,BLK.62XL-600PG	HEWC2P05AN	EA	600	<b>\$26.86</b>
OEM-23	Toner,F/LJ2100/2200S(5K)	HEWC4096A	EA	5,000	<b>\$77.46</b>
OEM-24	Toner,F/LJ4000,(10K)	HEWC4127X	EA	10,000	<b>\$97.06</b>
OEM-25	Toner,5000/N/GN,,BK-10K	HEWC4129X	EA	10,000	<b>\$77.46</b>
OEM-26	Toner,F/HP8100,8150(20K)EP72	HEWC4182X	EA	20,000	<b>\$171.52</b>
OEM-27	Inkcart,CLR,#78,F/DJ970C	HEWC6578DN	EA	560	<b>\$31.37</b>
OEM-28	Toner,.F/1200/1220 (2.5K)	HEWC7115A	EA	2,500	<b>\$48.04</b>
OEM-29	Toner,CART,LJ4100/4150(10K)	HEWC8061X	EA	10,000	<b>\$97.06</b>
OEM-30	Toner,F/L9000 (30K)	HEWC8543X	EA	30,000	<b>\$204.91</b>
OEM-31	Inkcart, #94 BLK-11MIL	HEWC8765WN	EA	480	<b>\$23.78</b>
OEM-32	Inkcart,#95-7ML TRICLR	HEWC8766WN	EA	330	<b>\$27.88</b>
OEM-33	Inkcart,#96 21MIL BLK-860PG	HEWC8767WN	EA	860	<b>\$33.00</b>
OEM-34	Inkcart,96/97 BLK (860PG) & TRICOL(560PG)	HEWC9353BN	EA	Black: 860; Color: 560	<b>\$71.44</b>
OEM-35	Inkcart, 96/97 BLK (860PG) & TRICOL(560PG)	HEWC9353FN	EA	Black: 860; Color: 560	<b>\$71.44</b>
OEM-36	Inkcart,#97 TRICLR 14ML-560PGS	HEWC9363WN	EA	560	<b>\$38.03</b>
OEM-37	Inkcart,HP 98,BK (420PG)	HEWC9364WN	EA	420	<b>\$21.52</b>
OEM-38	Toner,BLK,F/4600/4650 (9K)	HEWC9720A	EA	9,000	<b>\$117.03</b>
OEM-39	Toner,CYN,F/4600/4650 (8K)	HEWC9721A	EA	8,000	<b>\$158.51</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-40	Toner,YEL F/4600/4650 (8K)	HEWC9722A	EA	8,000	<b>\$158.51</b>
OEM-41	Toner,MAG.F/4600/4650(5K)	HEWC9723A	EA	8,000	<b>\$158.51</b>
OEM-42	Toner,BLK.F/5500-EP86- 13K	HEWC9730A	EA	13,000	<b>\$167.55</b>
OEM-43	Toner,CYN/F5500-EP 86(12K)	HEWC9731A	EA	12,000	<b>\$234.96</b>
OEM-44	Toner,YEL F/5500-EP86 (12K)	HEWC9732A	EA	12,000	<b>\$234.96</b>
OEM-45	Toner,MAG,F/5500-E86(12K)	HEWC9733A	EA	12,000	<b>\$234.96</b>
OEM-46	Toner,F/CP6015,CYN	HEWCB381A	EA	21,000	<b>\$263.10</b>
OEM-47	Toner,F/CP6015,YW	HEWCB382A	EA	21,000	<b>\$263.10</b>
OEM-48	Toner,F/CP6015,MA	HEWCB383A	EA	21,000	<b>\$263.10</b>
OEM-49	Drum,F/CP6015,CYN	HEWCB385A	EA	23,000	<b>\$273.32</b>
OEM-50	Drum,F/CP6015,MAG	HEWCB387A	EA	23,000	<b>\$273.32</b>
OEM-51	Toner,F/CP4005,BK-7.5K	HEWCB400A	EA	7,500	<b>\$136.28</b>
OEM-52	Toner,F/CP4005,CYN-7.5K	HEWCB401A	EA	7,500	<b>\$214.72</b>
OEM-53	Toner,F/CP4005,YW-7.5K	HEWCB402A	EA	7,500	<b>\$214.72</b>
OEM-54	Toner,F/CP4005,MAG-7.5K	HEWCB403A	EA	7,500	<b>\$214.72</b>
OEM-55	Toner,F,P1005/1006-1.5K	HEWCB435A	EA	1,500	<b>\$44.88</b>
OEM-56	Toner,F/P1505-PG YLD 2K	HEWCB436A	EA	2,000	<b>\$50.00</b>
OEM-57	Toner,(125A)F/CLJCP1215,BK -2.2K	HEWCB540A	EA	2,200	<b>\$55.89</b>
OEM-58	Toner,(125A)F/CLJCP1215,CYN-1.4K	HEWCB541A	EA	1,400	<b>\$48.04</b>
OEM-59	Toner,(125A)F/CLJCP1215,YW-1.4K	HEWCB542A	EA	1,400	<b>\$48.04</b>
OEM-60	Toner(125A)F/CLJCP1215,MA-1.4K	HEWCB543A	EA	1,400	<b>\$48.04</b>
OEM-61	Toner,F/P4014/P4015-10K	HEWCC364A	EA	10,000	<b>\$101.97</b>
OEM-62	Toner,F/P4015/4515-24K	HEWCC364X	EA	24,000	<b>\$180.89</b>
OEM-63	Toner,BK,F/P4015,2PK	HEWCC364XD	EA	48,000 (24,000 per ctg)	<b>\$342.18</b>
OEM-64	Toner,304A,F/ CP2025,BK-3.5K	HEWCC530A	EA	3,500	<b>\$67.65</b>
OEM-65	Toner,304A,F/CP2025,CYN-2.8K	HEWCC531A	EA	2,800	<b>\$77.46</b>
OEM-66	Toner,304,F/CP2025,YW-2.8K	HEWCC532A	EA	2,800	<b>\$77.46</b>
OEM-67	Toner,304A,F/CP2025,MA-2.8K	HEWCC533A	EA	2,800	<b>\$77.46</b>
OEM-68	Fuser,110V,F/CP4025/CP4525/M651-150K	HEWCE246A	EA	150,000	<b>\$221.87</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-69	Transfer Kit,F/CP4025/CP4525/M651	HEWCE249A	EA	150,000	<b>\$244.14</b>
OEM-70	Toner,BLK.F/CP3525/3530-5K	HEWCE250A	EA	5,000	<b>\$91.54</b>
OEM-71	Toner,BLK,F/CP3525/3530-10.5K	HEWCE250X	EA	10,500	<b>\$126.48</b>
OEM-72	Toner,CYN,F/3525/3535-7K(504A)	HEWCE251A	EA	7,000	<b>\$167.66</b>
OEM-73	Toner,YEL,F/CP3525/35-7K	HEWCE252A	EA	7,000	<b>\$167.66</b>
OEM-74	Toner,MAG,F/CP3525/35-7K	HEWCE253A	EA	7,000	<b>\$167.66</b>
OEM-75	Toner,F/P3015,BK-6K	HEWCE255A	EA	6,000	<b>\$77.46</b>
OEM-76	Toner,CE255X,DUAL PACK,BK	HEWCE255XD	EA	25,000 (12,500 per ctg)	<b>\$234.33</b>
OEM-77	Toner,BLK.F/CP4025/4525-8.5K	HEWCE260A	EA	8,500	<b>\$106.87</b>
OEM-78	Toner,CYN,F/CP4025/4525-11K	HEWCE261A	EA	11,000	<b>\$141.18</b>
OEM-79	Toner,YEL,F/CP4025/4525-11K	HEWCE262A	EA	11,000	<b>\$141.18</b>
OEM-80	Toner,MAG,F/CP4025/4525-11K	HEWCE263A	EA	11,000	<b>\$141.18</b>
OEM-81	Toner,F/CP5525,BK-13.5K	HEWCE270A	EA	13,500	<b>\$170.60</b>
OEM-82	Toner,F/CP5525,CN-15K	HEWCE271A	EA	15,000	<b>\$258.84</b>
OEM-83	Toner,F/CP5525,YL-15K	HEWCE272A	EA	15,000	<b>\$258.84</b>
OEM-84	Toner,F/CP5525,MG-15K	HEWCE273A	EA	15,000	<b>\$258.84</b>
OEM-85	Toner,F/P1606,BK-2.1K	HEWCE278A	EA	2,100	<b>\$50.66</b>
OEM-86	Toner,CE278A,DUAL PACK	HEWCE278D	EA	4,200 (2,100 per ctg)	<b>\$95.10</b>
OEM-87	Toner,F/HP P1102,BK-1.6K	HEWCE285A	EA	1,600	<b>\$43.48</b>
OEM-88	Toner,CE285A,DUAL PACK,BK	HEWCE285D	EA	3,200 (1,600 per ctg)	<b>\$82.70</b>
OEM-89	Toner,BLK. #126A,F/CP1025-1.2K	HEWCE310A	EA	1,200	<b>\$38.03</b>
OEM-90	Toner,#128A,F/CM1415,BK	HEWCE320A	EA	2,000	<b>\$52.21</b>
OEM-91	Toner,#128A,F/CM1415,CN	HEWCE321A	EA	1,300	<b>\$49.94</b>
OEM-92	Toner,#128A,F/CM1415,YL	HEWCE322A	EA	1,300	<b>\$49.94</b>
OEM-93	Toner,#128A,F/CM1415,,MG	HEWCE323A	EA	1,300	<b>\$49.94</b>
OEM-94	Toner,F/M601,602,603/M4555,BK-10K	HEWCE390A	EA	10,000	<b>\$85.30</b>
OEM-95	Toner,F/M602,M603/M4555,24K,BLK	HEWCE390X	EA	24,000	<b>\$165.70</b>
OEM-96	Toner,4555/600,BK, 2/PK, 1PK/BX	HEWCE390XD	EA	48,000 (24,000 per ctg)	<b>\$326.49</b>
OEM-97	Toner,HP 507A,BK-5.5K	HEWCE400A	EA	5,500	<b>\$96.08</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-98	Toner,HP 507X,HY,BK-11K	HEWCE400X	EA	11,000	<b>\$137.60</b>
OEM-99	Toner,HP 507A,CYN-6K	HEWCE401A	EA	6,000	<b>\$106.87</b>
OEM-100	Toner,HP 507A,YEL-6K	HEWCE402A	EA	6,000	<b>\$106.87</b>
OEM-101	Toner,HP 507A,MAG-6K	HEWCE403A	EA	6,000	<b>\$106.87</b>
OEM-102	Toner,BLK.F/305A-2.2K	HEWCE410A	EA	2,200	<b>\$38.24</b>
OEM-103	Toner,LJ305X BLK.-4K	HEWCE410X	EA	4,000	<b>\$67.65</b>
OEM-104	Toner,LJ 305X,BK.-2/BX (CE410XD)	HEWCE410XD	EA	8000 (4,000 each ctg)	<b>\$130.40</b>
OEM-105	Toner,CYN.F/305A-2.6K	HEWCE411A	EA	2,600	<b>\$55.89</b>
OEM-106	Toner,YEL.F/305A-2.6K	HEWCE412A	EA	2,600	<b>\$55.89</b>
OEM-107	Toner,MAG.F/305A-2.6K	HEWCE413A	EA	2,600	<b>\$55.89</b>
OEM-108	Toner,F/P2035/2055-2.3K	HEWCE505A	EA	2,300	<b>\$43.14</b>
OEM-109	Toner,CE505, DUAL PACK,BK	HEWCE505D	EA	4,600 (2,300 per ctg)	<b>\$77.46</b>
OEM-110	Toner,F/P2055-6.5K	HEWCE505X	EA	6,500	<b>\$100.66</b>
OEM-111	Toner,F/ P2055, BK,2PK, 1PK/BX	HEWCE505XD	EA	13,000 (6,500 per ctg)	<b>\$196.42</b>
OEM-112	Toner,307A,F/CP5225,BK-7K	HEWCE740A	EA	7,000	<b>\$107.85</b>
OEM-113	Toner,307A,F/CP5225,CN-7.3K	HEWCE741A	EA	7,300	<b>\$190.21</b>
OEM-114	Toner,307A,F/CP5225,YL-7.3K	HEWCE742A	EA	7,300	<b>\$190.21</b>
OEM-115	Toner,307A,F/CP5225,MG-7.3K	HEWCE743A	EA	7,300	<b>\$190.21</b>
OEM-116	Fuser,110V,F/CP5525N/M750	HEWCE977A	EA	150,000	<b>\$201.40</b>
OEM-117	Toner,131ABLK.F/M251/276-1.6K	HEWCF210A	EA	1,600	<b>\$50.51</b>
OEM-118	Toner,131A,CYN.F/M251/276-1.8K	HEWCF211A	EA	1,800	<b>\$63.29</b>
OEM-119	Toner,131A,YEL.F/M251/276-1.8K	HEWCF212A	EA	1,800	<b>\$63.29</b>
OEM-120	Toner,131A,MAG.F/M251/276-1.8K	HEWCF213A	EA	1,800	<b>\$63.29</b>
OEM-121	Toner,14X,F/M712-17.5K	HEWCF214X	EA	17,500	<b>\$165.18</b>
OEM-122	Toner, F/M402/426 (26A)-3.1K	HEWCF226A	EA	3,100	<b>\$85.14</b>
OEM-123	Toner,F/M401/425-2.7K	HEWCF280A	EA	2,700	<b>\$43.14</b>
OEM-124	Toner,F/M401/425-6.9K	HEWCF280X	EA	6,900	<b>\$105.89</b>
OEM-125	Toner, DUAL PACK F/M401	HEWCF280XD	EA	13,800 (6,900 per ctg)	<b>\$203.93</b>
OEM-126	Toner,F/M604/605/606/630-10.5K	HEWCF281A	EA	10,500	<b>\$117.65</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-127	Toner,F/M630/605 / 606-(81X)-25K	HEWCF281X	EA	25,000	<b>\$205.89</b>
OEM-128	Toner,F/M127-1.5K	HEWCF283A	EA	1,500	<b>\$43.14</b>
OEM-129	Toner,HP283AD,LJ,2PK,BK	HEWCF283AD	EA	3,000 (1,500 per ctg)	<b>\$82.36</b>
OEM-130	Toner,F/M201(83X)-2.2K	HEWCF283X	EA	2,200	<b>\$53.92</b>
OEM-131	Toner,BK 652A,F/M651N/M680-11.5K	HEWCF320A	EA	11,500	<b>\$144.04</b>
OEM-132	Toner,YEL,653A,F/ M680-16.5K	HEWCF322A	EA	16,500	<b>\$233.99</b>
OEM-133	Toner,MAG.653A,F/ M680-16.5K	HEWCF323A	EA	16,500	<b>\$233.99</b>
OEM-134	Toner,CYN.654A, M651-15K	HEWCF331A	EA	15,000	<b>\$229.43</b>
OEM-135	Toner, YEL.654A, M651-15K	HEWCF332A	EA	15,000	<b>\$229.43</b>
OEM-136	Toner,MAG.654A, M651-15K	HEWCF333A	EA	15,000	<b>\$229.43</b>
OEM-137	Toner,304A,VALUE PK,3,CN, 1PK/BX	HEWCF340A	EA	8,400 (2,800 per ctg)	<b>\$242.94</b>
OEM-138	Toner,BLK.#508A-6K	HEWCF360A	EA	6,000	<b>\$114.09</b>
OEM-139	Toner,BLK.#508X-12.5K	HEWCF360X	EA	12,500	<b>\$159.49</b>
OEM-140	Toner,CYN.#508A-5K	HEWCF361A	EA	5,000	<b>\$141.18</b>
OEM-141	Toner,CYN,#508X -9.5K	HEWCF361X	EA	9,500	<b>\$219.62</b>
OEM-142	Toner,YEL.#508A-5K	HEWCF362A	EA	5,000	<b>\$141.18</b>
OEM-143	Toner,YEL.#508X-9.5K	HEWCF362X	EA	9,500	<b>\$219.62</b>
OEM-144	Toner,MAG.#508A-5K	HEWCF363A	EA	5,000	<b>\$141.18</b>
OEM-145	Toner,MAG.#508X-9.5K	HEWCF363X	EA	9,500	<b>\$219.62</b>
OEM-146	Toner,LJ 305A,CMY	HEWCF370AM	EA	7,800 (2,600 each ctg.)	<b>\$200.99</b>
OEM-147	Toner,BLK.312A-2.4K	HEWCF380A	EA	2,400	<b>\$67.83</b>
OEM-148	Toner,CYN.312A-2.7K	HEWCF381A	EA	2,700	<b>\$90.81</b>
OEM-149	Toner,YEL.312A-2.7K	HEWCF382A	EA	2,700	<b>\$90.81</b>
OEM-150	Toner,MAG.312A-2.7K	HEWCF383A	EA	2,700	<b>\$90.81</b>
OEM-151	Toner, HP201A,LJ,BK	HEWCF400A	EA	1,500	<b>\$50.36</b>
OEM-152	Toner,BLK.HY.#201X,F/M277DW-2.8K	HEWCF400X	EA	2,800	<b>\$67.54</b>
OEM-153	Toner,BLK. F/M452/477-2.3K	HEWCF410A	EA	2,300	<b>\$63.29</b>
OEM-154	Toner,CYN.F/M452/477-2.3K(410A)	HEWCF411A	EA	2,300	<b>\$81.74</b>
OEM-155	Toner,YEL.F/M452/477-2.3K	HEWCF412A	EA	2,300	<b>\$81.74</b>

## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-156	Toner,MAG.F/M452/477-2.3K	HEWCF413A	EA	2,300	<b>\$81.74</b>
OEM-157	Toner,131A,YEL.F/M251/276-1.8K	HEWCG212A	EA	1,800	<b>\$63.29</b>
OEM-158	Inkcart,HP 61XL,BK-480PG	HEWCH563WN	EA	480	<b>\$26.82</b>
OEM-159	Inkcart,950XL,BK-2.3K	HEWCN045AN	EA	2,300	<b>\$28.87</b>
OEM-160	Inkcart,951XL,MG-1.5K	HEWCN047AN	EA	1,500	<b>\$22.69</b>
OEM-161	Inkcart,951XL,YL-1.5K	HEWCN048AN	EA	1,500	<b>\$22.69</b>
OEM-162	Inkcart,950 OFCJET,BK-1K	HEWCN049AN	EA	1,000	<b>\$20.25</b>
OEM-163	Inkcart,951 OFCJET,CN-700PG	HEWCN050AN	EA	700	<b>\$14.42</b>
OEM-164	Inkcart, 932 XL,BK-1K	HEWCN053AN	EA	1,000	<b>\$25.61</b>
OEM-165	Inkcart,HP 970,BK-3K	HEWCN621AM	EA	3,000	<b>\$51.89</b>
OEM-166	Inkcart,HP 971,CN-2.5K	HEWCN622AM	EA	2,500	<b>\$54.66</b>
OEM-167	Inkcart,HP 971,MG-2.5K	HEWCN623AM	EA	2,500	<b>\$51.96</b>
OEM-168	Inkcart,HP 971,YL-2.5K	HEWCN624AM	EA	2,500	<b>\$51.96</b>
OEM-169	Inkcart,BLK.#970 XL -9.2K	HEWCN625AM	EA	9,200	<b>\$78.93</b>
OEM-170	Inkcart,CYN. # 971XL -6.6K	HEWCN626AM	EA	6,600	<b>\$78.93</b>
OEM-171	Inkcart,MAG.#971XL-6.6K	HEWCN627AM	EA	6,600	<b>\$78.93</b>
OEM-172	Inkcart,YEL.#971XL-6.6K	HEWCN628AM	EA	6,600	<b>\$78.93</b>
OEM-173	Inkcart,951 TRI COMBO	HEWCR314FN	EA	2,100 (700 per ctg)	<b>\$44.15</b>
OEM-174	Toner,CE505, DUAL PACK,BK	HEWCS505D	EA	4,600 (2,300 per ctg)	<b>\$77.46</b>
OEM-175	Inkcart,HP 61, TWIN,BK	HEWCZ073FN	EA	380 (190 each ctg)	<b>\$24.07</b>
OEM-176	Toner,F/ LJ4200,BK-12K	HEWQ1338A	EA	12,000	<b>\$87.26</b>
OEM-177	Toner,F/4300 BLK (18K)	HEWQ1339A	EA	18,000	<b>\$158.77</b>
OEM-178	Toner, F/LJ2300 (6K)	HEWQ2610A	EA	6,000	<b>\$97.04</b>
OEM-179	Toner,F/LJ 1012/3030(2K)	HEWQ2612A	EA	2,000	<b>\$46.69</b>
OEM-180	Toner,F/LJ4240/4250/4350-10K	HEWQ5942A	EA	10,000	<b>\$87.26</b>
OEM-181	Toner F/LJ4250/4350 -20K	HEWQ5942X	EA	20,000	<b>\$146.82</b>
OEM-182	Toner,F/LJ1160/1320-2.5K	HEWQ5949A	EA	2,500	<b>\$51.96</b>
OEM-183	Toner,F/LJ1320 HY-6K	HEWQ5949X	EA	6,000	<b>\$87.38</b>
OEM-184	Toner,BLK,F/CLJ4700-11K	HEWQ5950A	EA	11,000	<b>\$106.87</b>



## PRICE SCHEDULE

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-185	Toner,CYN .F/CLJ4700-10K	HEWQ5951A	EA	10,000	<b>\$126.48</b>
OEM-186	Toner,YEL,F/CLJ4700-10K	HEWQ5952A	EA	10,000	<b>\$126.48</b>
OEM-187	Toner,MAG,F/CLJ4700-10K	HEWQ5953A	EA	10,000	<b>\$126.48</b>
OEM-188	Toner,BLK F/CL2600-2.5K	HEWQ6000A	EA	2,500	<b>\$58.99</b>
OEM-189	Toner,CYN,F/CL1600/2600-2K	HEWQ6001A	EA	2,000	<b>\$64.38</b>
OEM-190	Toner,YEL, F/CL1600/2600-2K	HEWQ6002A	EA	2,000	<b>\$64.38</b>
OEM-191	Toner,MAG,F/CL1600/2600-2K	HEWQ6003A	EA	2,000	<b>\$64.38</b>
OEM-192	Toner,BLK,F/3600/3800-6K	HEWQ6470A	EA	6,000	<b>\$87.26</b>
OEM-193	Toner,CYN,F/CLJ3600-4K	HEWQ6471A	EA	4,000	<b>\$98.72</b>
OEM-194	Toner,YEL F/CLJ3600-4K	HEWQ6472A	EA	4,000	<b>\$98.72</b>
OEM-195	Toner,MAG,F/CLJ3600-4K	HEWQ6473A	EA	4,000	<b>\$98.72</b>
OEM-196	Toner, F/LJ2400/2430-6K	HEWQ6511A	EA	6,000	<b>\$107.16</b>
OEM-197	Toner,F/LJ2400/2430-12K	HEWQ6511X	EA	12,000	<b>\$155.89</b>
OEM-198	Fuser110V,CLJ4700/4730/CP4005	HEWQ7502A	EA	150,000	<b>\$234.33</b>
OEM-199	Toner ,F/LJ5200-12K	HEWQ7516A	EA	12,000	<b>\$150.22</b>
OEM-200	Toner,F/P3005...#51X-13K	HEWQ7551X	EA	13,000	<b>\$106.87</b>
OEM-201	Toner,F/P2015-#53A(3K)	HEWQ7553A	EA	3,000	<b>\$56.43</b>
OEM-202	Toner,F/P2015 #53X-7K	HEWQ7553X	EA	7,000	<b>\$106.24</b>
OEM-203	Toner,CYN,F/CLJ3800-6K	HEWQ7581A	EA	6,000	<b>\$122.79</b>
OEM-204	Toner,YEL,F/CLJ3800-6K	HEWQ7582A	EA	6,000	<b>\$122.79</b>
OEM-205	Toner,MAG,F/CLJ3800-6K	HEWQ7583A	EA	6,000	<b>\$122.79</b>
OEM-206	Toner,XHI,WC3655,BK-25.9K	LEX106R02740	EA	25,900	<b>\$312.76</b>
OEM-207	Toner,F/T630/632/634 (21K)	LEX12A7462	EA	21,000	<b>\$348.06</b>
OEM-208	Toner,F/E230/240(2.5K)	LEX24015SA	EA	2,500	<b>\$81.38</b>
OEM-209	Toner,F/330/332/340-6K	LEX34015HA	EA	6,000	<b>\$125.50</b>
OEM-210	Imaging Unit,500ZA,BLK.F/MS310D/MX410/510-60K	LEX50F0Z00	EA	60,000	<b>\$35.42</b>
OEM-211	Toner,501.F/MS310D/MS510-1K	LEX50F1000	EA	1,000	<b>\$49.52</b>
OEM-212	Toner,501H.F/MS310/410/510 -5K	LEX50F1H00	EA	5,000	<b>\$105.89</b>
OEM-213	Toner,501U.F/MS510/610-ULTRA 20K	LEX50F1U00	EA	20,000	<b>\$251.70</b>

**CONTRACT AWARD #18PSX0032**  
**OEM TONER AND REMANUFACTURED TONER**

## PRICE SCHEDULE

**W.B. MASON CO., INC.**

Item #	Item Description	MFR#	UOM	Page Yield	Contract Price
OEM-214	TonerR,F/T640/T642/T644-21K	LEX64015HA	EA	21,000	<b>\$327.47</b>
OEM-215	TonerR,C792, RET PRGM,BK-20K	LEXC792X1KG	EA	20,000	<b>\$234.33</b>
OEM-216	Toner,C792, RET PRGM,YL-20K	LEXC792X1YG	EA	20,000	<b>\$416.69</b>
OEM-217	Toner,F/E250/350/352-3.5K	LEXE250A11A	EA	3,500	<b>\$97.06</b>
OEM-218	Toner,F/E260/460-3.5K	LEXE260A11A	EA	3,500	<b>\$92.75</b>
OEM-219	Drum,F/E260/E360/460/X264-30K	LEXE260X22G	EA	30,000	<b>\$25.59</b>
OEM-220	Toner,F/E350/352-9K-RET	LEXE352H11A	EA	9,000	<b>\$171.58</b>
OEM-221	Toner,F/E360/460-9K	LEXE360H11A	EA	9,000	<b>\$187.96</b>
OEM-222	Toner,F/T652/654-7K	LEXT650A11A	EA	7,000	<b>\$131.38</b>
OEM-223	Toner,F/T652/654-25K	LEXT650H11A	EA	25,000	<b>\$376.98</b>
OEM-224	Toner,F/T654-36K	LEXT654X11A	EA	36,000	<b>\$420.61</b>
OEM-225	Toner,F/X264,X364-9K	LEXX264H11G	EA	9,000	<b>\$187.96</b>
OEM-226	Toner F/DP190/UF9000-10K	PAN UG5540	EA	10,000	<b>\$111.77</b>
OEM-227	Toner,XHI,WC3655,BK-25.9K	XER106R02740	EA	25,900	<b>\$312.76</b>
OEM-228	Toner,BLK.F/6500/6505-3K	XER10R01597	EA	3,000	<b>\$90.94</b>
OEM-229	Toner,F/PHSR.4510-19K	XER113R00712	EA	19,000	<b>\$233.45</b>
OEM-230	Toner,BLK F/6180-8K	XER113R00726	EA	8,000	<b>\$185.31</b>
OEM-231	Toner,BLK,F.HP Q6470A	XER6R1338	EA	6,000	<b>\$72.75</b>
OEM-232	Toner,HP Q7553X,BK	XER6R1387	EA	7,000	<b>\$57.85</b>
OEM-233	Toner,HP Q6000A,BK	XER6R1410	EA	2,500	<b>\$44.12</b>
OEM-234	Toner,HP Q2612A,BK	XER6R1414	EA	2,000	<b>\$32.35</b>
OEM-235	Toner F /HP Q5949A-2.5K	XER6R960	EA	2,500	<b>\$43.48</b>
OEM-236	Toner,F/HP Q6511X BK	XER6R961	EA	12,000	<b>\$84.07</b>
OEM-DISC			PERCENT	-37.60%	
REMAN-DISC			PERCENT	-50.00%	

## CONTRACT AWARD #18PSX0032

### CATALOG CATEGORIES

Contractor shall apply the following discount percentages:

Item #	Category	Aztec	Suburban Stationers	W.B. Mason
1	Batteries	N/A	42%	55%
2	Calendars	N/A	30%	72%
3	Calculators	N/A	42%	40%
4	Cleaning & Hygiene Supplies	N/A	42%	58%
5	Data Storage	N/A	30%	42%
6	Desk & Computer Accessories	N/A	42%	61%
7	Files, Folders & Envelopes	N/A	51%	81%
8	General Office Supplies	N/A	51%	70%
9	Kitchen Supplies	N/A	42%	52%
10	Notebooks, Notepads & Binders	N/A	51%	81%
11	Stationary & Paper	N/A	42%	72%
12	Writing Supplies	N/A	42%	81%
13	Multipurpose & Specialty Paper	N/A	N/A	72%
14	OEM Toner	N/A	N/A	37.60%
15	Remanufactured Toner	43.50%	N/A	50%



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

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

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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