

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.: 15PSX0010
Contract Award Date: 1 May 2015
Bid Due Date: 26 March 2015
SUPPLEMENT DATE: 11 May 2020

CONTRACT AWARD SUPPLEMENT #2
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Books - Trade, Text, Technical, Medical, Paperback, Library, University Press and "Net" Books

FOR: Department of Education, All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: June 1, 2015 through May 31, 2020 Extended through May 31, 2025	
		AGENCY REQUISITION NUMBER: 0000000835	
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
-	-	\$250,000.00	\$250,000.00 est.

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.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

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.

PLEASE NOTE:

- This Contract is hereby extended from May 31, 2020 to May 31, 2025.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
 (Original Signature on Document in Procurement Files)

Name: **JILL BELISLE**
 Title: Contract Specialist
 Date: May 11, 2020

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: **Advanced Educational Products, Inc.**

Company Address: **2495 Main Street, Suite 230, Buffalo, NY 14214**

Tel. No.: **800-311-1522**

Fax No.: **716-446-5642**

Contract Value: **\$50,000 est.**

Delivery: **within 10 days ARO**

Contact Person: **Renee Larcom**

Company E-mail Address and/or Company WebSite: sales@aepbooks.com/www.aepbooks.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

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: **Baker & Taylor, LLC**

Company Address: **2550 West Tyvola Road, Suite 300, Charlotte, NC 28217**

Tel. No.: **800-775-7930x3169**

Fax No.: **704-998-3260**

Contract Value: **\$50,000 est.**

Delivery: **1-10 Days ARO**

Contact Person: **Susan Gurley**

Company E-mail Address and /or Company WebSite: susan.gurley@baker-taylor.com/www.baker-taylor.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

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: **Brodart Co.**

Company Address: **500 Arch Street, Williamsport, PA 17701**

Tel. No.: **800-233-474-9802x6527**

Fax No.: **800-999-6799**

Contract Value: **\$50,000 est.**

Delivery: **within 30 Days ARO**

Contact Person: **Debbie. Schall**

Company E-mail Address and/or Company WebSite: bookscs@brodart.com/bookord@brodart.com/www.brodartbooks.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

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: **Mt. Library Services, Inc. dba Junior Library Guild**

Company Address: **7858 Industrial Parkway, Plain City, OH. 43064**

Tel. No.: **800-491-0174**

Fax No.: **800-827-30**

Contract Value: **\$50,000 est.**

Delivery: **10-15 Days ARO**

Contact Person: **Barb Sanders**

Company E-mail Address and/or Company WebSite: sales@juniorlibraryguild.com/www.juniorlibraryguild.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

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: **Rainbow Book Company**

Company Address: **POB 0x159, Crete, IL 60417**

Tel. No.: **800-255-0965**

Fax No.: **800-827-5988**

Contract Value: **\$50,000 est.**

Delivery: **within 30 Days ARO**

Contact Person: **Michael Beechin**

Company E-mail Address and/or Company WebSite: cs@rainbowbookcompany.com/www.rainbowbookcompany.com

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

Agrees to Supply Political SubDivisions: **Yes**

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

CONTRACT SUPPLEMENT
SP-37 - Rev. 11/17/16
Prev. Rev. 4/28/14

Teresa Dupont
Contract Specialist

860-713-5073
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:
15PSX0010

Contract Award Date:

30 April 2015

Bid Due Date:

26 March 2015

SUPPLEMENT DATE:

19 September 2017

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Books - Trade, Text, Technical, Medical, Paperback, Library, University Press and "Net" Books

FOR: Department of Education, All Using State Agencies, and
Political Subdivisions

TERM OF CONTRACT:

June 1, 2015 through May 31, 2020

AGENCY REQUISITION NUMBER: 0000000835

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
			Unchanged

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>)

Company Name: **Rainbow Book Company**

Company Address: **PO Box 159, Crete, IL 60417**

Tel. No.: **800-255-0965**

Fax. No.: **800-827-5988**

Contact Person: **Michael Beechin**

Company E-mail Address and/or Company Web Site: cs@rainbowbookcompany.com / www.rainbowbookcompany.com

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

Agrees to Supply Political Subdivisions: **Yes**

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

PLEASE NOTE:

- The vendor listed above has assumed all of the contractual rights and responsibilities of Davidson Titles and has replaced them on this contract.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **TERESA DUPONT**

Title: Contract Specialist

Date: September 19, 2017

CONTRACT AWARD
SP-38 - Rev. 5/21/14
Prev. Rev. 3/12/14

Teresa Dupont
Contract Specialist

860-713-5073
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South, Hartford CT 06106-1659

CONTRACT AWARD NO.:

15PSX0010

Contract Award Date:

30 April 2015

Bid Due Date:

26 March 2015

CONTRACT AWARD

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

DESCRIPTION:

Books - Trade, Text, Technical, Medical, Paperback, Library, University Press and "Net" Books

FOR:
Department of Education, All Using State Agencies, and
Political Subdivisions

TERM OF CONTRACT:
June 1, 2015 through May 31, 2020

AGENCY REQUISITION NUMBER: 0000000835

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$495,000.00 estimated	\$495,000.00 estimated

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>)

See overleaf for alphabetical listing of contractors.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **TERESA DUPONT**

Title: Contract Specialist

Date: May 28, 2015

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: Advanced Educational Products, Inc.

Company Address: 2495 Main Street, Suite 230, Buffalo, NY 14214

Tel. No.: 800-311-1522

Fax No.: 716-446-5642

Contract Value: \$99,000.00 estimated

Delivery: within 10 days ARO

Contact Person: Renee Larcom

Company E-mail Address and/or Company Web Site: sales@aepbooks.com / www.aepbooks.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

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: Baker & Taylor, LLC

Company Address: 2550 West Tyvola Road, Suite 300, Charlotte, NC 28217

Tel. No.: 800-775-7930 x3169

Fax No.: 704-998-3260

Contract Value: \$99,000.00 estimated

Delivery: 1 – 10 Days ARO

Contact Person: Susan Gurley

Company E-mail Address and/or Company Web Site: susan.gurley@baker-taylor.com / www.baker-taylor.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

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: Brodart Co.

Company Address: 500 Arch Street, Williamsport, PA 17701

Tel. No.: 800-233-474-9802 x6527

Fax No.: 800-999-6799

Contract Value: \$99,000.00 estimated

Delivery: within 30 Days ARO

Contact Person: Debbie Schall

Company E-mail Address and/or Company Web Site: bookscs@brodart.com / bookord@brodart.com / www.brodartbooks.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

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: Davidson Titles, Inc.

Company Address: 2345 Dr. F.E. Wright Drive, Jackson, TN 38305

Tel. No.: 800-433-3903

Fax No.: 800-787-7935

Contract Value: \$99,000.00 estimated

Delivery: within 30 Days ARO

Contact Person: Brenda Davidson

Company E-mail Address and/or Company Web Site: jimmie@davidsontitles.com / www.davidsontitles.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

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: Mt. Library Services, Inc. dba Junior Library Guild

Company Address: 7858 Industrial Parkway, Plain City, OH 43064

Tel. No.: 800-491-0174

Fax No.: 800-827-3080

Contract Value: \$99,000.00 estimated

Delivery: 10 – 15 Days ARO

Contact Person: Barb Sanders

Company E-mail Address and/or Company Web Site: sales@juniorlibraryguild.com / www.juniorlibraryguild.com

Certification Type (SBE, MBE or None): None

Agrees to Supply Political SubDivisions: Yes

Prompt Payment Terms: 0% 00 Net 45

CONTRACT

15PSX0010

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

(Multiple Contractors as listed on SP38)

Awarded Contractor

BOOKS- TRADE, TEXT, TECHNICAL, MEDICAL, PAPERBACK, LIBRARY, UNIVERSITY PRESS, "NET" BOOKS, ETC.

Contract # 15PSX0010

Contract Document

SP-50 Rev. 12/11/14

Prev. Rev. 9/3/14

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Contract # 15PSX0010

Contract Document

SP-50 Rev. 12/11/14

Prev. Rev. 9/3/14

This Contract (the "Contract") is made as of the June 1, 2015 (the "Effective Date") as shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Teresa Dupont, its Contract Specialist, 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) Bid: A submittal in response to an Invitation to Bid.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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

Contract # 15PSX0010

Contract Document

SP-50 Rev. 12/11/14

Prev. Rev. 9/3/14

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 the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) 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.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid 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.

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Contract Document

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- (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 Effective Date through May 31, 2020.
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: 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.

 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

 - (d) Price Adjustments: No price increases are allowed under this Contract.

- 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:

Contract # 15PSX0010

Contract Document

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Prev. Rev. 9/3/14

- (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 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.

Contract # 15PSX0010

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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 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

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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 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.

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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.
- (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,

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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 the Client Agency 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 the Client Agency. 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;

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- (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 parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment 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 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 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

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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 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:

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- (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;
- (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 the 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

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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 Invitation to Bid 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 Bid 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 bid 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;

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- (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:

- (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

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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 motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles 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.

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, bids, 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. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 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:

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- (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;
- (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

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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; (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

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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 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

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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;
 - (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

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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:

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Teresa Dupont

If to the Contractor:

At the address set forth on Form SP-38.

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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) Reserved

(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) Reserved

(g) Reserved

(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 term "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

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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) 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) All audits and inspections shall be at the State's expense.

(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.

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- (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.
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 Bid 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,

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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 Bid, 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 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

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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 Invitation to Bid 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. Certification as Small Contractor or Minority Business Enterprise.
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. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.
59. Protection of Confidential Information.

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- (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, the 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

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expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, 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. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) PRICING:

Pricing will be in accordance with Exhibit B. Books purchased during the term of the Contract will be billed to the ordering Client Agency, and the price will include transportation and delivery charges, fully prepaid by the Contractor, ("F.O.B") Client Agency designated destination to any point in Connecticut.

Contractor percentage discounts shall remain firm for the length of the contract award.

Contractor shall furnish copies of catalogs and price lists, upon request, to any requesting Client Agency, and shall supplement catalogs as often as necessary during the life of the Contract.

Any proposed price increases attributable to freight shipping, fuel surcharges, FPT (Freight Pass Through), etc. will not be approved.

(b) ORDERING INFORMATION:

Purchase orders must indicate the full title (and edition, if applicable), name(s) of author(s), publisher(s), quantity and price of each title desired.

(c) MINIMUM ORDER:

Minimum order for each (single) destination will be one (1) book.

(d) SERVICE REQUIREMENTS:

In the event the Client Agency has not received an order within the timeframes set forth in section (f) it may cancel the order without further notice and purchase the ordered book(s) elsewhere.

(e) DELIVERY:

Deliveries must be made in the quantities specified by the Client Agency. Contractor shall be responsible for the delivery of the Goods in first class condition at the point of delivery and in accordance with good commercial practice.

Delivery must be made directly to the Client Agency's storehouse or receiving platform. Pickup deliveries will not be accepted.

Shipments must be securely and properly packed, according to accepted commercial practice, without extra charge for packing cases, bales, sacks or other containers. Contractor shall promptly replace any deliveries that do not conform to the specifications or are not in good condition upon receipt.

(f) DELIVERY AFTER RECEIPT OF ORDER (ARO):

Contractor shall make delivery of the Goods within 30 days after receipt of purchase order. For items four (4) thru six (6), delivery times may be extended up to 120 days ARO at the Client Agency's option. Client Agency may agree to later delivery dates proposed by Contractor.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(g) URGENT REQUIREMENTS:

Client Agency may issue purchase orders with shorter delivery timeframes than those described in the previous section from time to time. Contractor shall reply to such inquiries within 3 working days after receipt of order and provide the fastest delivery date possible.

(h) OUT-OF-PRINT PUBLICATIONS:

Books or other publications which are out of print at the time of the placement of a Client Agency order are not required to be delivered by Contractor. Either of the following are deemed adequate to demonstrate that ordered titles are no longer available:

- Contractor submission of credible evidence from the publisher that any specific book or publication has been taken out of print.

- The written statement of a publisher, that any specific book or publication has gone out of print.

(i) OUT OF STOCK AND/OR NOT YET PUBLISHED:

Contractor shall notify the Client Agency within the timeframe specified in section f as to which books are out of stock and/or not yet published and shall advise the Client Agency as to their approximate availability date. The Client Agency shall instruct the Contractor within 20 days following Contractor notification to "Back Order" or to "Cancel" the affected order. Client Agency shall not request a back-order unless books are expected within 60 days after date of the Contractor provides its estimated availability notice to Client Agency. If Contractor does not receive Client Agency instructions within 20 days following Contractor notification to "Back Order" or to "Cancel", affected items will be automatically cancelled from order.

(j) EDITIONS:

Unless otherwise specified in orders, the latest editions of books must be supplied.

(k) SPECIAL EDITIONS:

When two or more publishers publish a title, the Client Agency reserves the right to select the edition.

(l) CONDITION OF BOOKS:

All Goods must be bound in accordance with normal trade practice unless otherwise specified by the Client Agency in writing. Client Agency shall return copies it deems defective (in binding, pagination, or otherwise) to Contractor at Contractor's expense. The Client Agency assumes no responsibility for losses in transit due to courier's loss. Contractor will be held strictly responsible for furnishing new and perfect publications in strict accordance with the specifications.

(m) CATALOGING AND PROCESSING SERVICE:

Contractor shall have a cataloging and processing service option available to complement book orders. This service must include the provision of a book pocket, book card, spine label and a complete set of catalog cards. Cataloging must be compatible with the Abridged Dewey Decimal Classification (DDC) and Library of Congress Classification (LCC) formats.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(n) CORRESPONDENCE:

In the event that the awarded Contractor's name and/or federal identification number changes, and/or the Contractor moves and/or updates address and/or telephone number(s) and/or contact person, it is the Contractor's responsibility to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders, which are delayed due to additional routing, caused by the lack of notification on the Contractor's part. These updates must be forwarded to:

DAS/Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, Attn: Teresa Dupont
E-Mail: teresa.dupont@ct.gov , Tel.: 860-713-5073

(o) Invoicing:

The Contractor shall invoice the Client Agency directly. The invoice must contain the Client Agency's purchase order number. Invoices received without reference to a valid State purchase order number will result in delay of payment. Questions regarding payment status may be directed to the 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 subdivisions of the State (towns and municipalities), schools, and not-for-profit organizations.

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

Purchases made by the Client Agency from the Contractor that are less than \$1,000 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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.

Percentage Discounts

Please see individual vendor pages for specific details.

	<i>Advanced Educational Products</i>	<i>Baker & Taylor, Inc.</i>	<i>Brodart Co.</i>	<i>Davidson Titles, Inc.</i>	<i>Mt Library dba Junior Library Guild</i>
Trade Books	32%	44%	45%*	30%	see *
Text and Technical	8%	15%*	10%*	5%	No bid
Medical Books	8%	15%*	10%*	5%	No bid
Paper Bound	32%	25%	40%	30%	see *
Library Bound	20%	22%	20%	20%	see *
University Press	8%	15%	10%	10%	No bid
"Net" Books	No Award	0.0%**	0.0%**	0%	No bid
Time ARO and shipment:					
In stock, non-processed	10-14 days	1-3 days	1-2 days	7-15 days	10 days
Processed	21-31 days	5-10 days	3-5 days	30 days	15 days

Baker & Taylor	*Titles which receive minimal publisher discount will be invoiced at publisher's lower list price at the time of shipment.				
	**Titles where Baker & Taylor received no discount from the publisher, or prepayment is required by the publisher, or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge. These titles are part of an optional program and may be blocked upon request from the client agency.				
Brodart	Items on which Brodart receives minimal or not discount and/or the publisher requires prepayment may be discounted at the non-trade discount (10%) or invoiced at publisher's list price plus a service charge of \$3.95.				
Junior Library Guild	Catalogs and website are pre-discounted up to 75% off the publisher's price. Please see price schedule.				

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 15PSX0010

Teresa Dupont
 Contract Specialist
 (860)713-5073
 Telephone Number

PRICE SCHEDULE for 12PSX0162
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DELIVERY: within 10-21 days ARO

Page 1 OF 3

TERMS: net	CASH DISCOUNT: 0 % 45 Days
---------------	-------------------------------

BIDDER NAME: Advanced Educational Products, Inc.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES
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A single flat % discount shall be quoted against each category listed below. (Range discounts are *not* allowed ie. 20% - 30%)

1. **TRADE BOOKS**
 These books are designed by the publishers as books of general interest including cook books, guide books, biographies, all time classics, works of fiction and non-fiction including the best sellers.

32 %

2. **TEXT AND TECHNICAL BOOKS**
 Professional levels) and hand books or practical works of a technical scientific or business nature.

8 %

3. **MEDICAL BOOKS**
 All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.

8 %

4. **PAPER BOUND**
 These cover all paper back in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue. Also bound editions only of trade directories and books on library science.

32 %

5. **LIBRARY BOUND**
 These cover juvenile, technical, text and trade books listed in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue bound in the Publishers own library binding.

20 %

6. **UNIVERSITY PRESS**
 These cover all scholarly and academic books published by presses affiliated with an academic institution.

8 %

7. **"NET" BOOKS**
 Includes pamphlets, brochures, bulletins - imported books or any publications sold at no discount by publishers to distributors or jobbers.

+5%

Time between receipt of orders and shipments

In-Stock, non-processed
 Processed

Quantity of normal book stock inventory

10-14

21-30

1.5 mil

Days ARO

Days ARO

Titles/Units

PRICE SCHEDULE
 SP-16 Rev. 05/07
 Prev Rev. 03/07
Teresa Dupont
Contract Specialist
(860)713-5073
Telephone Number

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

BID NO
12PSX0162

PRICE SCHEDULE
for 12PSX0162

BIDDER NAME:
 Advanced Educational Products, Inc.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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8.

Cataloging/Processing Services:

Bidder must electronically upload any additional cataloging and processing service pricing with bid or bid shall be rejected. Please list all pricing below:

Cost

Examples:

Cataloging and processing (print) , Cataloging and processing (electronic), Card kit, Bar Codes, etc.

Please list each individual Item

• **Please see Complete AEP Library Processing Pricing	\$	
• Sheets attached**	\$	
•	\$	
• Cataloging and processing (print)	\$	1.10
• Cataloging and processing (electronic)	\$	1.10
• Card kit	\$	.45
• Bar codes	\$	0.10 , (0.25 attached)
•	\$	
•	\$	
•	\$	
•	\$	
•	\$	
•	\$	
•	\$	
•	\$	
•	\$	

Use additional line/pages if necessary.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162
	PRICE SCHEDULE for 12PSX0162	BIDDER NAME: Advanced Educational Products, Inc

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
9.	<p>NOTE: Only those charges provided in the bid submission will be reviewed for evaluation. Additional charges will not be allowed once the contract is posted. Please list any additional pricing and/or fees below:</p> <p>Type of Charge: Express/Expedited shipping Requirements</p>	\$ <u>FedEx Market Rate</u> \$ _____ \$ _____
10.	<p>Bidder shall describe/outline below the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency.</p> <p>***Please see additional information provided in AEP Bid Response attached**</p> <p>Ordering information:</p>	<p style="text-align: right;">Company <u>Advanced Educational Products</u></p> <p style="text-align: right;">Company Contact Person: <u>Renee Larcom</u></p> <p style="text-align: right;">Phone Number: <u>716-446-0739 ; 800-311-1522</u></p> <p style="text-align: right;">Fax: <u>716-446-5642</u></p> <p style="text-align: right;">Email: <u>sales@aepbooks.com</u></p> <p style="text-align: right;">Web address: <u>www.aepbooks.com</u></p>



ADVANCED EDUCATIONAL PRODUCTS, Inc.

aepbooks.com 2495 Main Street, Ste 230, Buffalo, NY (800) 311-1522

Library Processing Services Pricelist

AEP provides many shelf-ready services, including cataloging and physical processing of books and multimedia to your requirements. These options allow you to save valuable time and expense getting materials ready for circulation. Upon request, we can provide details about services in the following areas:

Book Processing

Spine Label.....	\$0.10	Reading Level Labels.....	\$0.10
Spine Label Attachment.....	\$0.15	Reading Level Label Attachment.....	\$0.15
Barcode Label.....	\$0.10	Customized Classroom Label.....	\$0.18
Barcode Label Attachment.....	\$0.15	Classroom Label Attachment.....	\$0.22
Book Pocket.....	\$0.10	Book Pocket Label.....	\$0.25
Book Pocket Attachment.....	\$0.15	Book Pocket Label Attachment.....	\$0.15
Book Card.....	\$0.05	Due Date Slip.....	\$0.10
3" x 5" white card		Due Date Slip Attachment.....	\$0.20
CD/DVD Book Pocket Attachment.....	\$1.75	Security Strips.....	\$0.35
Self-adhesive pocket for accompanying media		3M Tattle Tape	
		Security Strip Attachment.....	\$0.15

Media Processing

Spine Label.....	\$0.10	Hub Label.....	\$0.10
Spine Label Attachment.....	\$0.15	Hub Label Attachment.....	\$0.15
Barcode Label.....	\$0.10	Media Case (per disc).....	\$1.00
Barcode Label Attachment.....	\$0.15	2 ring binder with double sided sleeves	
Case Artwork (price per case).....	\$1.60	DVD Case (per disc).....	\$1.00
B&W or Color Photocopies of Original Media Artwork		Standard, slim, or double cases	
Security Strips (per disc).....	\$0.85		
3M Tattle Tape—Overlay placed on disc			
Security Strip Attachment.....	\$0.15		

Cataloging

Please note that we typically compile Library of Congress Subject Headings (LCSH) for our MARC records (6xx fields).

MARC Record (per record).....\$0.35 Via electronic transfer	New Record Creation (Book).....\$9.00 Will notify customer in advance if needed
Catalog Card.....\$0.10 For corresponding MARC record	New Record Creation (Media).....\$12.00 Will notify customer in advance if needed

Binding

Please note that some books cannot be bound if books are more than 12 inches in length. Some books may not be suitable for binding. An AEP Service Representative will contact you regarding unsuitable titles received at the bindery, or they will be processed according to a pre-arranged profile agreement.

Vinabind (per book).....\$7.50

This process converts paperback to hardback. The original cover is removed, bound to acid-free binder board, laminated and re-attached. Tightly woven back lining cloth is used to reinforce the spine. Some titles require sewn binding reinforcement (no extra charge). Vinabinding typically extends the life of paperbacks by 8-9 times. A minimum number of 15 books applies. Please note that this process may take up to 2-3 weeks, since it is done outside of our facilities

Kapco Easy Covers for Paperback Books (per book).....\$3.95

Protects paperbacks using self-adhesive, 1.5 mil, clear polyester book covers. Additionally secured with reinforcement tape applied to the front and back hinges. Wipes clean and will not crack, yellow or dry-out. Typically extends the life of paperbacks by 5-6 times.

Mylar Covers for Hardcover Books with Dust-Covers (per book).....\$1.05

Protects hardcover books with dust jackets using a 1.5 mil, clear polyester book cover. Mylar covers attached with acid free, non-yellowing adhesive tape.

PRICE SCHEDULE
 SP-16 Rev. 05/08
 Prev NEW. 5/07

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 15PSX0010

Teresa Dupont
 Contract Specialist
(860)713-5073
 Telephone Number

PRICE SCHEDULE for 12PSX0162

DELIVERY: Free shipping from designated service center (see Attachment A)
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Page 1 OF 3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> TERMS: Net 45 days from date of invoice </td> <td style="width: 50%; padding: 2px;"> CASH DISCOUNT: 0 % 45 Days </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> BIDDER NAME: Baker & Taylor, LLC </td> </tr> </table>	TERMS: Net 45 days from date of invoice	CASH DISCOUNT: 0 % 45 Days	BIDDER NAME: Baker & Taylor, LLC	
TERMS: Net 45 days from date of invoice	CASH DISCOUNT: 0 % 45 Days				
BIDDER NAME: Baker & Taylor, LLC					

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES													
Please see Attachments A through C for complete discount information and Category Definitions.														
A single flat % discount shall be quoted against each category listed below. (Range discounts are not allowed i.e. 20% - 30%)														
1.	TRADE BOOKS Category Definitions I, II (High demand materials from widely distributed publishers.) These books are designed by the publishers as books of general interest including cook books, guide books, biographies, all time classics, works of fiction and non-fiction including the best sellers.	<u>44.0</u> %												
2.	TEXT AND TECHNICAL BOOKS Category Definition IX Professional levels) and hand books or practical works of a technical scientific or business nature.	<u>15.0*</u> %												
3.	MEDICAL BOOKS Category Definition IX All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>15.0*</u> %												
4.	PAPER BOUND Category Definitions III, IV, V (High demand materials from widely distributed publishers.) These cover all paper back in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue. Also bound editions only of trade directories and books on library science. <small>Not all Library Science books fall under this category.</small>	<u>25.0</u> %												
5.	LIBRARY BOUND Category Definitions VI, VII (Includes Single Edition Reinforced.) These cover juvenile, technical, text and trade books listed in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue bound in the Publishers own library binding.	<u>22.0</u> %												
6.	UNIVERSITY PRESS Category Definition VIII, IX These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>15.0*</u> %												
7.	"NET" BOOKS Category Definition X, XI Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<u>0.0**</u>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"></td> <td style="width: 30%; text-align: center;">Time between receipt of orders and shipments</td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">In-Stock, non-processed</td> <td style="text-align: center;">1-3 Days ARO</td> </tr> <tr> <td></td> <td style="text-align: center;">Processed</td> <td style="text-align: center;">5-10 Days ARO</td> </tr> <tr> <td style="text-align: center;">Quantity of normal book stock inventory</td> <td style="text-align: center;">1 million / 18 million</td> <td style="text-align: center;">Titles/Units</td> </tr> </table>				Time between receipt of orders and shipments			In-Stock, non-processed	1-3 Days ARO		Processed	5-10 Days ARO	Quantity of normal book stock inventory	1 million / 18 million	Titles/Units
	Time between receipt of orders and shipments													
	In-Stock, non-processed	1-3 Days ARO												
	Processed	5-10 Days ARO												
Quantity of normal book stock inventory	1 million / 18 million	Titles/Units												

* Titles which receive minimal publisher discount will be invoiced at publisher's lower list price at the time of shipment.
 ** Titles where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge. These titles are part of an optional program and may be blocked from order upon request.

PRICE SCHEDULE
 SP-16 Rev. 05/07
 Prev Rev. 03/07

Teresa Dupont
Contract Specialist
(860)713-5073
Telephone Number

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

BID NO
12PSX0162

PRICE SCHEDULE
for 12PSX0162

BIDDER NAME:
 Baker & Taylor, LLC

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
8.	<p>Cataloging/Processing Services:</p> <p>Bidder must electronically upload any additional cataloging and processing service pricing <u>with</u> bid or bid shall be rejected. Please list all pricing below:</p> <p>Examples:</p> <p>Cataloging and processing (print) , Cataloging and processing (electronic), Card kit, Bar Codes, etc.</p> <p>Please list each individual item</p> <ul style="list-style-type: none"> • • • • • • • • • • • • • • • • • • • • <p>Use additional line/pages if necessary.</p>	<p align="center">Cost</p> <p align="center">Please see Attachment F for Baker & Taylor's cataloging and processing price list.</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162
	PRICE SCHEDULE for 12PSX0162	BIDDER NAME: Baker & Taylor, LLC

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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9. **NOTE:**
Only those charges provided in the bid submission will be reviewed for evaluation. Additional charges will not be allowed once the contract is posted. Please list any additional pricing and/or fees below:

Type of Charge:

Please see Attachment C for a description of our Enhanced Service Program. These titles, part of an optional program, may be blocked from order upon request.

\$ Please see Attachment C.
 \$ _____
 \$ _____

Bidder shall describe/outline below the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency.

Please see our response to Attachment H Electronic Ordering and/or Ordering Interfacing.

10. **Ordering information:**
 Baker & Taylor
 Attn: Ordering Department
 3584 Old Maysville Road
 Commerce, GA 30529
 Phone: 800-775-1100
 Fax: 800-775-7480
 Email: orders@baker-taylor.com

Company Baker & Taylor, LLC
Company Contact Person: Susan Gurley; Sr. Pricing Services Rep.
Phone Number: 800-775-7930 x3169
Fax: 704-998-3260
Email: susan.gurley@baker-taylor.com
Web address: www.baker-taylor.com

CUSTOMER SERVICE REPRESENTATIVES:

State Agencies / Library Customers:
 Kim Waldrop (800-775-1200 x2764)
 Email: kim.waldrop@baker-taylor.com

School Customers:
 Andrea Turner (800-775-1200 x2281)
 Email: andrea.turner@baker-taylor.com

**Baker & Taylor, LLC
Title Source Discount Chart
Sealed Bid Number: 15PSX0010 (Books)**

Baker & Taylor, LLC is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for each product category offered by Baker & Taylor.

Please note that the Title Source discount fields will hold only one discount per Price Indicator.

Product Category	Category Definition*	Price Indicator	Discount
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction)	0 (zero) (Hardcover Trade Editions) C (Hardcover Computer Books)	44.0%
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	44.0%
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B (Paperback Trade Editions) C (Paperback Computer Books)	25.0%
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	25.0%
V.	Mass Market Paperback Editions	P	25.0%
VI.	Single Edition Reinforced (Juvenile)	R	22.0%
VII.	Publisher's Library Edition (Juvenile)	Z	22.0%
VIII.	University Press Trade Editions	A	15.0%
IX.	Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (May be of any binding and includes non-trade University Press titles and some spoken word audio.)	S/X/N (Text, Technical, or Reference Editions) L (Hardcover Editions from Small, Specialty Publishers and Titles of Limited Demand)*** M (Paperback Editions from Small, Specialty Publishers and Titles of Limited Demand)*** T/U/V/W/4/7/Letter O (Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S=15.0% X=15.0% N=0.0%** L=15.0%*** M=15.0%*** T = 0.0 % U = 15.0 % V = 15.0 % W = 0.0 % 4 = 15.0 % 7 = 15.0 % Letter O = 15.0 % 5 = 0.0 % 6 = 15.0 % 8 = 15.0 %
X.	Imported English and Non-English Language Editions	F/K/1/3	F=0.0% K=15.0% 1=0.0% 3=0.0%
XI.	Enhanced Service Program (Optional Service)	Q/Y	0.0% + \$4.95/unit****
XII.	Spoken Word Audio	H	44.0%
XIII.	Board Books	I	20.0%
XIV.	Novelty Items/Activity Books	I	20.0%
XV.	Special Programs, such as: - Paw Prints Editions - Turtleback Editions	D Paw Prints Editions E Turtleback Editions	D=0.0% E=0.0%

*Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category, depending upon the relationship established with the individual content suppliers.

**Titles which receive minimal publisher discount will be invoiced at publisher's list price.

***Represents publishers with limited sales volume, based upon a semi-annual review and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Also represents individual titles which do not qualify for preferred stock status, based upon quarterly review. These titles may be of any binding type or publisher of origin.

****Titles noted as non-returnable will be invoiced at publisher's list price.

*****Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge.

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to the publisher's current list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Continuation Service or Approval programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Category Definitions

- I. Adult Trade Hardcover Editions (O, C) (may include some spoken word audio materials)**
High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: The Broker by John Grisham, ISBN: 0385510454.
- II. Juvenile Trade Hardcover Editions (J)**
High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: A Light in the Attic by Shel Silverstein, ISBN: 0060256737.
- III. Adult Quality Paperback Editions (B, C)**
High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: My Sister's Keeper by Jodi Picoult, ISBN: 0743454537.
- IV. Juvenile Quality Paperback Editions (G)**
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Charlotte's Web by E.B. White, ISBN: 0064400557.
- V. Mass Market Paperback Editions (P)**
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The Girl Who Loved Tom Gordon by Stephen King, ISBN: 0671042858.
- VI. Single Edition Reinforced (R)**
A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Bunnycula Strikes Again! By James Howe, ISBN 0689814631.
- VII. Publisher Library Editions (Z)**
Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: If You Give A Pig A Pancake by Laura Joffe Numeroff, ISBN: 0060266872.
- VIII. University Press Trade Editions (A) (may include some spoken word audio materials)**
This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: The Oxford Companion to the Garden by Oxford University Press, ISBN: 0199551979.
- IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 4, 5, 6, 7, 8)**
Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile and may be of any binding. Examples within this category would be: The Merck Index, ISBN: 0911910131, Strategies That Work, ISBN: 1571103104 and Beauty and the East ISBN: 1566563879.
- X. Imported English and Non-English Language Editions (F,K,1,3)**
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers.
- XI. Enhanced Service Program Titles (Y/Q)**
This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Paths to Recovery, ISBN: 0910034311.
- XII. Spoken Word Audio (H)**
Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Broker by John Grisham, ISBN: 0739316443.
- XIII. Board Books (I)**
Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 0061074292.
- XIV. Novelty Items/Activity Books (T)**
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Chesterfield the Pig: Book and Toy, ISBN 0307145077.
- XV. Special Programs (D and E as indicated in Attachment A)**
Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 1435201736 (PawPrints prebound edition) and Mr. Putter and Tabby Spin the Yarn by Cynthia Rylant, ISBN 1417795565 (Turtleback prebound edition).

Enhanced Services Program

Baker & Taylor is pleased to provide a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program (ESP) provides the library with access to millions of active book titles representing over 75,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published, and by supplying anticipated publication release dates for all out-of-stock items.

In order to provide these enhanced title acquisition services, Baker & Taylor will apply a service charge to qualifying titles. Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or books of small, limited in-demand and/or non-commercial publishers will be invoiced at list price plus the \$4.95 per unit surcharge.

For libraries concerned about purchasing these types of titles, B&T's Title Source for Windows can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.



Baker & Taylor, LLC
 Charlotte, NC
 Sealed Bid #15PSX0010 (Books)

Institutional Returns Policy
 (Revised August 2007)

The following guidelines are required to ensure prompt handling of your return. All product returns (**excluding Book Leasing programs**) require prior authorization from a Customer Service Representative. **You may contact your appropriate representative via the toll-free number listed on your packing list.**

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. **All claims must be made within 45 days from the date of invoice.**

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 1. Replacement of product
 2. Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. **Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. **All claims must be made within 45 days from the product's invoice date.** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department in Momence, Illinois (FAX: 815-472-9886). You may also refer to the website at <http://www.btol.com/international/return>.

All returns should be sent to:

Baker & Taylor Returns Center
Department R
5055 W. 79th St.
Indianapolis, IN 46268



Baker & Taylor, LLC
Charlotte, NC
Sealed Bid #15PSX0010 (Books)

Processing Price List for The State of Connecticut

SECTION A

Full Processing..... \$1.29/unit
(Includes mylar jacket, spine label, book pocket with insert, borrower's card, catalog card set)

SECTION B

Many libraries no longer need the comprehensive package previously described. For those libraries, we will be happy to customize your technical services package to include just those components which meet your exact specifications. Select only the options you need from the items listed below. If you choose to customize your technical service package, a minimum of \$.45/unit is applicable.

1. Bar Code Label	\$.19/label	11. Mylar Jacket (taped)	\$.69/unit
2. Catalog Card Kit		12. Mylar Jacket (glued)	\$.65/unit
Attached	\$1.05/unit	13. Mylar Jacket (unattached)	\$.59/unit
Unattached	\$.99/unit	14. Ownership Label	\$.15/label
(Includes book pocket & card, spine label, card set)		15. Book Pocket	\$.25/unit
3. Catalog Card Set	\$.89/unit	16. Shelflist Card	\$.15/card
(Includes a shelflist card, two main entry cards, title card, and sufficient additional cards for added entries)		17. Sorted Cards	\$.15/unit
4. Circulation Card	\$.15/card	18. Spine Label	\$.19/label
5. Custom Label	\$.15/label	19. Stamping, Customer Supplied (per stamp location)	\$.15/location
6. Date Due Slip	\$.15/unit	20. Theft Detection Device	
7. Extra Main Entry Cards (beyond 1)	\$.15/card	Checkpoint	\$.50/unit
8. Label Application (customer-supplied)	\$.15/label	3M	\$.50/unit
9. Label Protectors	\$.15/unit		
10. MARC/MicroLIF Record	Free		
(download from B&T Website)			

SECTION C

Prebinding Services:

1. Vinabind:	\$5.25/unit
2. Textmount:	\$5.99/unit
3. Laminated Paperback Covering:	\$1.99/unit

ELECTRONIC ORDERING AND/OR ORDER INTERFACING

ILS

B&T's ordering systems are compatible with most commercial ILS systems. Depending upon the capabilities of the system, electronic order, order acknowledgement, and invoicing services are available.

Title Source (Basic Service Free of Charge)

Baker & Taylor's internet ordering site is available through our website at www.baker-taylor.com. The site is designed to allow our customers to place basic orders via the Internet, **FREE OF CHARGE**. Features include the ability to search and select products, check price and title availability, create and maintain a shopping cart, send the order to Baker & Taylor via the Internet, and receive order confirmation within minutes of sending the order.

For additional information on this site, please visit Baker & Taylor's website or contact Information Services by phone at 800-775-1800 or by e-mail at btinfo@baker-taylor.com.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 15PSX0010

Teresa Dupont
 Contract Specialist
 (860)713-5073
 Telephone Number

PRICE SCHEDULE for 12PSX0162	DELIVERY: within 30 days				
Page 1 OF 3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> TERMS: net 45 days </td> <td style="width: 50%; padding: 2px;"> CASH DISCOUNT: 0 % N/A Days </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> BIDDER NAME: Brodart Co. </td> </tr> </table>	TERMS: net 45 days	CASH DISCOUNT: 0 % N/A Days	BIDDER NAME: Brodart Co.	
TERMS: net 45 days	CASH DISCOUNT: 0 % N/A Days				
BIDDER NAME: Brodart Co.					

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
A single flat % discount shall be quoted against each category listed below. (Range discounts are <i>not</i> allowed ie. 20% - 30%)		
1.	TRADE BOOKS These books are designed by the publishers as books of general interest including cook books, guide books, biographies, all time classics, works of fiction and non-fiction including the best sellers.	<u>45*</u> %
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical (Non-Trade) scientific or business nature.	<u>10*</u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>10*</u> %
4.	PAPER BOUND These cover all paper back in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue. Also bound editions only of trade directories and books on library science.	<u>40*</u> %
5.	LIBRARY BOUND These cover juvenile, technical, text and trade books listed in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue bound in the Publishers own library binding.	<u>20</u> %
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>10*</u> %
7.	"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<u>0%*</u>
<i>Time between receipt of orders and shipments</i>		**Shipment from order release date
In-Stock, non-processed		<u>1-2**</u> Days ARO
Processed		<u>3-5**</u> Days ARO
Quantity of normal book stock inventory		<u>375,000</u> Titles/Units

*Items on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (10%) or invoiced at publisher's list price plus a service charge of \$3.95.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162
	PRICE SCHEDULE for 12PSX0162	BIDDER NAME: Brodart Co.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
9.	<p>NOTE: Only those charges provided in the bid submission will be reviewed for evaluation. Additional charges will not be allowed once the contract is posted. Please list any additional pricing and/or fees below:</p> <p>Type of Charge: Service charge – applies to hardcover and paperback titles in which Brodart receives minimal or no discount and/or the publisher Requires prepayment.</p> <p>Bidder shall describe/outline below the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency. Brodart 's free online collection development and ordering tool, Bibz, is available for searching, selecting and ordering material. Bibz will provide access to our entire database of over 4 million items. Brodart does not Have a closed list to choose from. Our database is updated daily with new titles being added regularly. Each agency will be provided their own username. Brodart works with all major integrated library systems. Orders can be submitted directly from the ILS and on order records can be imported.</p> <p>Ordering information:</p>	<p>\$ 3.95</p> <p>\$ _____</p> <p>\$ _____</p>
10.	<p style="text-align: right;">Company Company Contact Person: Phone Number: Fax: Email: Web address:</p>	<p style="text-align: center;"> <u>Brodart Co.</u> <u>Debbie Schall</u> <u>800.233.474.9802 ext.6527</u> <u>800.999.6799</u> <u>bookscs@brodart.com or</u> <u>bookord@brodart.com</u> <u>www.brodartbooks.com</u> </p>

Additional information regarding ordering options can be found in Brodart's Attachment A – Orders.

**ATTACHMENT B
PRICING PROPOSAL
State of Connecticut
Contract #15PSX0010**

Discounts

Items will be supplied to the State of Connecticut at publisher's list prices less the following discounts:

Trade Hardcover Editions	45.0%*
Non-Trade Hardcover & Paperback Editions	10.0%*
Publisher's Library Editions	20.0%
BrodartBound	20.0%
Single Reinforced Editions (School & Library)	35.0%
Trade & Mass Market Paperbacks	40.0%*

Continuations will be supplied to the State of Connecticut at publisher's list prices less the following discounts:

Trade Hardcover & Paperback Editions	40.0%*
Non-Trade Hardcover & Paperback Editions	10.0%*

* Hardcover and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (10%) or invoiced at publisher's list price, plus a service charge of \$3.95.

Please see attached binding definitions.

Book Processing Options (applicable to books purchased through Brodart)

A variety of cataloging and processing options are available through Brodart. Please contact your Sales Representative, Robert Scott, if the option that best meets the needs of your library is not listed below.

Starter Automated Processing (Includes attached jacket, spine label, barcode and English-language MARC record)	\$.99/book
Jacket	\$.65/item
Spine Label	\$.20/item
Barcode Label	\$.20/item
Theft Detection (Standard Checkpoint or 3M)	\$.50/item
Property Stamp/Label	\$.15/location
Standard full-level MARC record for English-language materials	\$.25/book

Reinforcement Services

BrodartGuard (paperback reinforcement)	\$2.20/book
BrodartConvert (conversion process)	\$4.50/book

Collection Development Services

Collection Builder (Customized Selection Lists)

Collection Builder Custom Selection Lists	No Charge
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FASTips (Standing Orders)

FASTips Profiles	No Charge
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TIPS Profiles (Profiled Selection Lists)

Silver TIPS	No Charge
Gold TIPS	\$50 per month per profile
Diamond TIPS	\$100 per month per profile

Package pricing at a reduced rate available for five or more profiles.

Online TIPS lists

Lists posted to your Bibz account	No Charge
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Paper TIPS lists

	\$15 per copy
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Note: Standard delivery method is Priority Mail (United States Postal Service).

Other delivery methods are available for an additional fee.

Online Tool

Bibz is Brodart's online collection development and ordering tool.

Unlimited Users for the State of Connecticut

No Charge

Shipping

Shipments will be made by best means (USPS, Common Carrier or UPS Ground) and designated for delivery to a main location.

Shipping and Delivery

No Charge

Publisher's list prices are subject to change without notice. The above discounts will remain in effect until May 31, 2020.



CATEGORY/BINDING DEFINITIONS

Brodart Co., Books & Library Services

Trade Hardcover: Published with a glued binding and a hardcover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the average consumer. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

Juvenile Trade Hardcover: Published with a glued binding and a hardcover. Popular fiction or nonfiction books designed for children, usually with subject matter of broad appeal.

Publisher's Library Reinforced: Published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category.

Hardcover Reinforced: Published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "Single", "School" or "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction.

Non-Trade Hardcover: Published with a glued binding. Subject matter such as technical, reference, scientific, medical and/or is published by a small press for adult and juvenile readers. Titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount quoted in this category or invoiced at the publisher's list price.

University Press: Hardcover and paperback selections. This category includes materials for which Brodart receives minimal or no discount and/or the publisher requires prepayment.

Trade Paperback: Published with a paper cover. May also be known as a trade paper, quality paperback or mass market paperback. The quality of the paper and printing in trade and quality paperbacks is usually high. Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperbacks have larger page sizes. Trade discounted paperback editions are generally published for the average consumer with subject matter of broad appeal.

Non-Trade Paperbacks: Published with a paper cover. Subject matter such as technical, reference, scientific, medical or small presses for adult and juvenile readers. Paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

BrodartBound: Turtleback's high-quality bindings significantly extend the life of a book by using the finest materials and processes in the industry. More durable double-fan adhesive or sewn binding replaces the publisher's original binding. The publisher's colorful, illustrated paperback cover is scanned, digitized, and reprinted to produce new cover sheets that are wrapped around heavy hardback board.

BrodartConvert[®]: Originally published in paperback and converted to hardcover.

BrodartGuard: Paperback reinforced with a 10-mil (2-mil spine) laminated cover.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 15PSX0010

Teresa Dupont
 Contract Specialist
 (860)713-5073
 Telephone Number

PRICE SCHEDULE for 12PSX0162 15PSX0010
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DELIVERY: 30 days

Page 1 OF 3

TERMS: 45 days	CASH DISCOUNT: 0 % 0 Days
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BIDDER NAME: Davidson Titles, Inc.
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES
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A single flat % discount shall be quoted against each category listed below. (Range discounts are *not* allowed ie. 20% - 30%)

1. **TRADE BOOKS**
 These books are designed by the publishers as books of general interest including cook books, guide books, biographies, all time classics, works of fiction and non-fiction including the best sellers.

2. **TEXT AND TECHNICAL BOOKS**
 Professional levels) and hand books or practical works of a technical scientific or business nature.

3. **MEDICAL BOOKS**
 All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.

4. **PAPER BOUND**
 These cover all paper back in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue. Also bound editions only of trade directories and books on library science.

5. **LIBRARY BOUND**
 These cover juvenile, technical, text and trade books listed in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue bound in the Publishers own library binding.

6. **UNIVERSITY PRESS**
 These cover all scholarly and academic books published by presses affiliated with an academic institution.

7. **"NET" BOOKS**
 Includes pamphlets, brochures, bulletins - imported books or any publications sold at no discount by publishers to distributors or jobbers.

30 %

5 %

5 %

30 %

20 %

10 %

0 %

Time between receipt of orders and shipments

In-Stock, non-processed
 Processed

Quantity of normal book stock inventory

7-15

30 days

2,785,000

Days ARO

Days ARO

Titles/Units

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162 15PSX0010
	PRICE SCHEDULE for 12PSX0162 15PSX0010	BIDDER NAME: Davidson Titles, Inc.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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8.

Cataloging/Processing Services:

Bidder must electronically upload any additional cataloging and processing service pricing with bid or bid shall be rejected. Please list all pricing below:

Examples:

Cataloging and processing (print) , Cataloging and processing (electronic), Card kit, Bar Codes, etc.

Please list each individual Item

	included	Cost
• Cataloging and processing (print)	\$	.99
• Cataloging and processing (electronic)	\$	.89
• Card Kit	\$	.99
• Barcodes	\$	.13 included with
•	\$	electronic.
• Free Mylars, if needed with automation processing.	\$	.00
• Kapco	\$	2.79
• Theft Detection	\$	.99
• AR or RC labels	\$	.13
• Shelf List Card	\$	.13
• Catalog Card Sets	\$	.79
• Date Due	\$	.13
• Borrower's Card	\$	.13
• Pocket	\$	.29
• Book Stamping	\$	.10 per
• Spine Tape	\$	.85
•	\$	
	\$	

Use additional line/pages if necessary.

Free Shipping on all orders. There is no minimum order amount.
 www.davidsontitles.com offers a more complete offering and is updated daily.
 Items not listed maybe acquired.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162 15PSX0010
	PRICE SCHEDULE for 12PSX0162 15PSX0010	BIDDER NAME: Davidson Titles, Inc.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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9. **NOTE:**
 Only those charges provided in the bid submission will be reviewed for evaluation. Additional charges will not be allowed once the contract is posted. Please list any additional pricing and/or fees below:

Type of Charge:
 None

\$.00
 \$ _____
 \$ _____

Bidder shall describe/outline below the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency.

The website, www.davidsontitles.com, is all e-commerce for all agencies. Should special interfaces be necessary, our IT department will be glad to speak to the technical service person for each agency.

10. **Ordering information:**

Order using the website.
 Telephone: 800-433-3903
 Fax: 800-787-7935
 email: jimmie@davidsontitles.com
 Direct with a sales consultant.

Company	<u>Davidson Titles, Inc.</u>
Company Contact Person:	<u>Brenda Davidson</u>
Phone Number:	<u>800-433-3903</u>
Fax:	<u>800-787-7935</u>
Email:	<u>brenda@davidsontitles.com</u>
Web address:	<u>www.davidsontitles.com</u>

Book Processing DTI standard specifications (in parenthesis) will be used unless another specification is marked.

Customer Information

Date: _____ Purchase Order #: _____

Bill To: _____

Contact Person: _____

Contact Person: _____

Title: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Email: _____

Email: _____

Ship To: _____

Method of Payment:

Contact Person: _____

Purchase Order Enclosed Check/Money Order

Address: _____

Visa Mastercard Date Expires: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Phone: _____ Fax: _____

Signature: _____

Email: _____

Special Instructions

I. Processing Packages

- 1. **Automation Processing (Attached)** 89¢ per book
MARC records disk, bar code label, spine label and mylar.
- 2. **Automation Processing (Unattached)** 69¢ per book
MARC records disk, bar code label, spine label. No mylar.
- 3. **Automation Processing Plus Cards (Unattached)** 99¢ per book
Catalog card set, MARC records disk, bar code label, spine label. No mylar.
- 4. **Nonautomated Processing (Unattached)** 99¢ per book
Catalog card set, pocket, borrower's card, spine label. No mylar.
- Attachment Fee (per book)** 20¢ per book

Book Processing DTI standard specifications (in parenthesis) will be used unless another specification is marked.

II. Standard Individual Items

5. **MARC Records Disk (one time fee - no charge on backorders)** \$16.00 per disk
Please Note: This charge is for MARC records only — No additional product is included in this charge.
6. **Sunlink: Code** _____ \$5.50 per disk **Access PA: Code** _____ \$5.50 per disk
7. **Bar Code Label with Protector** 13¢ per book
 Attached* Unattached
8. **Spine Label (with protector if no mylar)** 13¢ per book
 Attached* (place ____ inch(es) from bottom of book) Unattached
9. **Spine Tape** 85¢ per book
10. **AR Label (with protector if no mylar)** 13¢ per book
Location: _____
11. **RC Label (with protector if no mylar)** 13¢ per book
Location: _____
12. **Small Book Information** 13¢ per book
 AR RC Location of label: _____
13. **Blue AR Logo Identification Label (with protector if no mylar)** 13¢ per book
Location: _____
14. **Catalog Card Set (shelflist, main entry, author, title, & subject cards)** 79¢ per book
15. **Shelflist Card** 13¢ per book
(Note: Shelflist card is included in options 2, 3, 4, and 21)
16. **Date Due Slip** 13¢ per book
 Attached* Unattached Location of date due slip: _____
17. **Borrower's Card** 13¢ per book
18. **Pocket** 29¢ per book
 Attached* Unattached Location of pocket: _____
19. **Mylar on Books with Dust Jackets** 59¢ per book
 Glued Taped Unattached
20. **Theft Detection (attached only - price includes attachment fee)** 99¢ per book
 Checkpoint (frequency 9.5) 3M Tattle-Tape Date Due Checkpoint
21. **KAPCO Easy Covers on Paperbacks (attached only - price includes attachment fee)** \$2.79 per book

** Please Note:*

If you choose "Attached" for any standard individual item, you will be charged a one time attachment fee of 20¢ per book, with the exception of #20 and #21.

Book Processing DTI standard specifications (in parenthesis) will be used unless another specification is marked.

II. Standard Individual Items - continued

22. Book Stamping

- Stamp provided by customer 10¢ per stamp
- Stamp purchased through DTI \$15.00 with additional 10¢ per stamp

(Please PRINT what is to be on stamp, if stamp is not provided.)

Location of Stamp: _____

23. Property Label 15¢ per label

(Please PRINT what is to be on label.)

Location of Label: _____

III. MARC Records Specifications

1. Software: _____

2. Computer Type:

- IBM
- Apple/Macintosh

3. Data Format:

- 3-1/2 inch CD
- Electronic transfer (must provide email address below)

Email: _____

4. Automation Choice:

- USMARC 852 Holdings (MicroLif .001)
- USMARC 949 Holdings (Marc .001)
- '87 MicroLIF (IBM.FIL)

5. Local Holdings:

- 852a: _____
- 852b: _____
- 949m: _____
- 949n: _____

IV. Cataloging Specifications

Please Note:

To ensure that your order is expedited, DTI standard specifications (in parenthesis) will be used unless another specification is marked.

(Capitalize first main entry letter only)

Capitalize all main entry letters

1. Fiction:

(F with first three letters of author's surname)

- FIC with first ___ letters of author's surname
- Fic with first ___ letters of author's surname
- F with first ___ letters of author's surname
- Other: _____

2. Nonfiction:

(Dewey with first three letters of author's surname)

- Abridged Dewey with first ___ letters of author's surname
- Unabridged Dewey with ___ numbers past decimal & first ___ letters of author's surname

3. Individual Biography:

(92 with first three letters of biographee's surname)

- 921 with first ___ letters of biographee's surname
- 92 with first ___ letters of biographee's surname
- B with first ___ letters of biographee's surname
- Other: _____

4. Collective Biography:

(920 with first three letters of author's surname)

- 920 with first ___ letters of author's surname
- 92 with first ___ letters of author's surname
- B with first ___ letters of author's surname
- Other: _____

5. Easy Fiction:

(E with first three letters of author's surname)

- E with first ___ letters of author's surname
- First ___ letters of author's surname
- Other: _____

6. Short Story Collections:

(808.8 with first three letters of author's surname)

- 808.8 with first ___ letters of author's surname
- SC with first ___ letters of author's surname
- Follow fiction options
- Other: _____

Book Processing DTI standard specifications (In parenthesis) will be used unless another specification is marked.

IV. Cataloging Specifications - continued

7. Reference: (please indicate titles on order)

- R over Dewey number
- REF over Dewey number
- Ref over Dewey number

8. Foreign Language

- Classify bilingual as foreign language: Yes No
- As prefix As suffix
 - SPA Spa SP Sp
 - Other: _____

V. Bar Code Specifications

1. Customized Bar Codes: Please indicate the name of your school or library as it should appear on your bar codes.

PLEASE PRINT below. (30 character max including spaces)

DTI standard is upper & lower case and will be used unless marked otherwise.

- All upper case
- (Upper & lower case)

2. Starting Bar Code Number: (PLEASE PROVIDE TO AVOID DELAYS!)

- Use next bar code number on file with Davidson Titles
- Use this starting bar code number: _____
- Use the following bar code number range: _____ to _____

3. Bar Code Type:

- Follet 2 of 5 (T)
- Interleave 2 of 5
- Codabar
- Code 3 of 9
- Code 3 of 9 mod 10
- Code 3 of 9 mod 43
- Don't know (please send sample) School prefix _____

4. Bar Code Label Position

DTI standard bar code location is "F" and will be used unless marked otherwise.

For vertical placement, bar code label should read from: top to bottom bottom to top

- Check if cover information must remain readable

First Bar Code: (Please indicate placement by marking with an O on diagrams below)

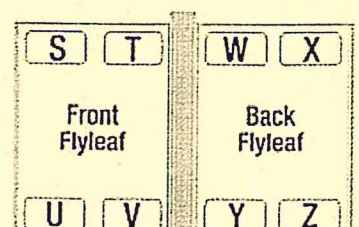
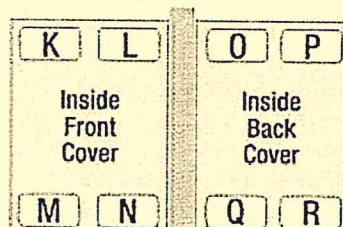
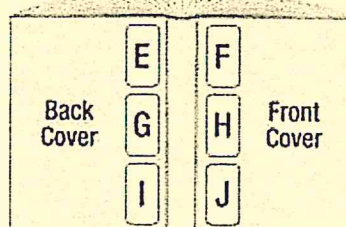
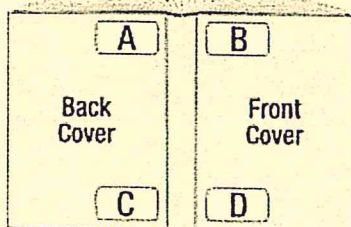
- protected attached vertical
- unprotected unattached horizontal

Second Bar Code: (Please indicate placement by marking with an X on diagrams below)

- protected attached vertical
- unprotected unattached horizontal

Horizontal Options

Vertical Options



AA - On book pocket

ZZ - 1/2" above book pocket

**Davidson
Titles
Inc.**



2345 Doctor F. E. Wright Drive • P. O. Box 3538 • Jackson, TN 38303-3538
Phone: (800) 433-3903 • Fax: (800) 787-7935
Website: www.davidsontitles.com • Email: info@davidsontitles.com

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 15PSX0010

Teresa Dupont
 Contract Specialist
 (860)713-5073
 Telephone Number

PRICE SCHEDULE for 12PSX0162

DELIVERY: 10-15 days

Page 1 OF 3

TERMS: Oct 30	CASH DISCOUNT: — % — Days
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BIDDER NAME: Junior Library Guild

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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1. **TRADE BOOKS**
 These books are designed by the publishers as books of general interest including cook books, guide books, biographies, all time classics, works of fiction and non-fiction including the best sellers.

A single flat % discount shall be quoted against each category listed below. (Range discounts are **not** allowed ie. 20% - 30%)

Catalogs and website are pre-discounted up to 75% off the publisher's price.
 Please see price schedule.

2. **TEXT AND TECHNICAL BOOKS**
 Professional levels) and hand books or practical works of a technical scientific or business nature.

N/A %

3. **MEDICAL BOOKS**
 All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.

N/A %

4. **PAPER BOUND**
 These cover all paper back in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue. Also bound editions only of trade directories and books on library science.

Catalogs and website are pre-discounted up to 75% off the publisher's price.
 Please see price schedule.

5. **LIBRARY BOUND**
 These cover juvenile, technical, text and trade books listed in the "PUBLISHERS TRADE LIST ANNUAL" of the latest issue bound in the Publishers own library binding.

Catalogs and website are pre-discounted up to 75% off the publisher's price.
 Please see price schedule.

6. **UNIVERSITY PRESS**
 These cover all scholarly and academic books published by presses affiliated with an academic institution.

N/A %

7. **"NET" BOOKS**
 Includes pamphlets, brochures, bulletins - imported books or any publications sold at no discount by publishers to distributors or jobbers.

N/A

Time between receipt of orders and shipments

In-Stock, non-processed	10	Days ARO
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Processed	15	Days ARO
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Quantity of normal book stock inventory	5000 titles	Titles/Units
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1 million units

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Teresa Dupont <i>Contract Specialist</i> (860)713-5073 <i>Telephone Number</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 12PSX0162
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	PRICE SCHEDULE for 12PSX0162	BIDDER NAME: <i>Junior Library Guild</i>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
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9. **NOTE:**
 Only those charges provided in the bid submission will be reviewed for evaluation. Additional charges will not be allowed once the contract is posted. Please list any additional pricing and/or fees below:

Type of Charge:

E Book Platform Setup Fee
E Book Platform Yearly Maintenance Fee

\$96.00 - Free with purchase of 2 E Categories or 24 E Books
\$48 - Free with yearly purchase of 1 E Category or 12 E Books

Bidder shall describe/outline below the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency.

10. **Ordering information:**

Company: *Junior Library Guild*
Company Contact Person: *Barb Sanders*
Phone Number: *800-491-0174*
Fax: *800-827-3080*
Email: *sales@juniorlibraryguild.com*
Web address: *www.juniorlibraryguild.com*

Orders can be placed via phone, mail, fax, e-mail or our website. Our online catalog displays real-time inventory so customers can tell at a glance whether or not a title is in stock.
Ordered titles can be exported into Excel format to be uploaded into procurement and cataloging software.