

CONTRACT AWARD
SP-38 Rev. 4/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Teresa Dupont
Contract Specialist

(860)713-5073
Telephone Number

CONTRACT AWARD NO.:

10PSX0077

Contract Award Date:

1 June 2008

Bid Due Date:

27 April 2010

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: All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:

June 1, 2010 through May 31, 2012 (with option to extend for a period up to the full original contract term or parts thereof.)

AGENCY REQUISITION NUMBER: 0000000240

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$55,000.00 estimated		\$550,000.00 estimated	\$605,000.00 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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

See over for listing of contractors.

APPROVED _____

TERESA DUPONT

Contract Specialist

(Original Signature on Document in Procurement Files)

Company Name: Avanti Enterprises, Inc.

Address: 720 Williamsburg Court, Oakbrook, IL 60522-3563

Remittance Address: PO Box 3563, Oakbrook, IL 60522-3563

Tel. No.: 800-799-6464 / 630-968-3727 Fax No.: 877-799-6474

Contact Person: Sandy Jones

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

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

Contract Value: \$55,000.00 estimated

Delivery: 3 – 30 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: Baker & Taylor, Inc.

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

Remittance Address: PO Box 277930, Atlanta, GA 30384-7930

Tel. No.: 800-775-7930 x3169 Fax No.: 704-998-3260

Contact Person: Susan Gurley

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

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

Contract Value: \$55,000.00 estimated

Delivery: 1 – 10 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: Book Wholesalers, Inc. (BWI)

Address: 1340 Ridgeview Drive, McHenry, IL 60050

Tel. No.: 800-888-4478 Fax No.: 800-888-6319

Contact Person: Jessica Adams

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

Company E-mail Address and/or Company Web Site sales@bwibooks.com / www.titletales.com

Contract Value: \$55,000.00 estimated

Delivery: 5-30 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: Brodart Company by Nubro Inc.

Address: 500 Arch Street, Williamsport, PA 17701

Remittance Address: PO Box 3488, Williamsport, PA 17701

Tel. No.: 800-233-8467 Fax No.: 800-999-6799

Contact Person: Debbie Schall

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

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

Contract Value: \$55,000.00 estimated

Delivery: 1-5 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: Davidson Titles, Inc.

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

Remittance Address: PO Box 3538, Jackson, TN 38303-3538

Tel. No.: 800-433-3903 x105 Fax No.: 800-787-7935

Contact Person: Brenda Davidson

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

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

Contract Value: \$55,000.00 estimated

Delivery: 7-30 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: Eastern Book Company

Address: 55 Bradley Drive, Westbrook, ME 04092

Tel. No.: 800-937-0331 Fax No.: 800-214-3895

Contact Person: Belinda Saulle

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

Company E-mail Address and/or Company Web Site bsaulle@ebc.com / www.ebc.com

Contract Value: \$55,000.00 estimated

Delivery: 14- 42 Days

Agrees to Supply Political SubDivisions: Yes

Company Name: Mackin Book Company dba Mackin Educational Resources

Address: 3505 County Road West, Burnsville, MN 55306

Tel. No.: 800-245-9540 Fax No.: 800-369-5490

Contact Person: Customer Service

Certification Type (SBE, MBE, WBE or None): None Terms: Net 45 Days

Company E-mail Address and/or Company Web Site mackin@mackin.com / www.mackin.com

Contract Value: \$55,000.00 estimated

Delivery: 28-45 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company Name: MT Library Services, Inc. dba Junior Library Guild

Address: 7858 Industrial Pkwy, Plain City, OH 43064

Tel. No.: 800-325-9558 x7636

Fax No.: 800-827-3080

Contact Person: Barb Sanders

Certification Type (SBE, MBE, WBE or None): None **Terms: Net 45 Days**

Contract Value: \$55,000.00 estimated

Delivery: 5 - 10 Days ARO

Agrees to Supply Political SubDivisions: Yes

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

Company Name: Perma-Bound Books/Hertzberg-New Method, Inc.

Address: 617 E. Vandalia Road, Jacksonville, IL 62650

Tel. No.: 800-637-6581

Fax No.: 800-551-1169

Contact Person: Order Department

Certification Type (SBE, MBE, WBE or None): None **Terms: Net 45 Days**

Contract Value: \$55,000.00 estimated

Delivery: 10-30 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company E-mail Address and/or Company Web Site books@perma-bound.com / www.perma-bound.com

Company Name: Scholastic Library Publishing, Inc.

Address: 90 Old Sherman Turnpike, Danbury, CT 06816

Tel. No.: 800-825-4579 x6951

Fax No.: 203-797-3478

Contact Person: Kathy Brown

Certification Type (SBE, MBE, WBE or None): None **Terms: Net 45 Days**

Contract Value: \$55,000.00 estimated

Delivery: 21-30 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company E-mail Address and/or Company Web Site kbrown@scholasticlibrary.com / www.scholastic.com/listbuilder

Company Name: The Book House, Inc.

Address: 208 W. Chicago Street, Jonesville, MI 49250

Tel. No.: 800-248-1146

Fax No.: 800-858-9716

Contact Person: Krista Miller

Certification Type (SBE, MBE, WBE or None): None **Terms: Net 45 Days**

Contract Value: \$55,000.00 estimated

Delivery: 5 - 27 Days ARO

Agrees to Supply Political SubDivisions: Yes

Company E-mail Address and/or Company Web Site kristam@thebookhouse.com / www.thebookhouse.com

CONTRACT

10PSX0077

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

(Multiple Award)

Awarded Contractor

FOR THE PURCHASE AND SALE OF
BOOKS- TRADE, TEXT, TECHNICAL, MEDICAL, PAPERBACK, LIBRARY, UNIVERSITY PRESS,
"NET" BOOKS, ETC.

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Contract # **10PSX0077**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

This Contract (the “Contract”) is made as of the contract award date 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,”) with a principal place of business as indicated on the bid 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) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (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: All Using State Agencies and Political Subdivisions
 - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
 - (f) 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.
 - (g) 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.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.
 - (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.

Contract # **10PSX0077**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

- (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder'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 Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (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) 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.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) 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 June 1, 2010 through May 31, 2012. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
 3. Description of Goods or Services. 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.
 - (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.

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 and Bidder Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the 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 or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder 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, Cancellation Expiration 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, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
 - (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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
 - (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, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation 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 such 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, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 or Cancellation from DAS, the Contractor shall cease operations as directed by DAS 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 or Cancellation, 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) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, 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 Cancel 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 Cancel 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 Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

- (b) 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.
- (c) 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.
- (d) 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 name the State as an additional insured on the policy and shall provide a Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed 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;

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- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any 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 Bid.
 - (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

degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, 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.
23. 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.
24. 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.
25. 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 Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and 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 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 Cancelled;
- (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 Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the 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, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, 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 Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

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- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
 - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder 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 or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. 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(53) (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, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the

Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for 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.
28. 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.
29. 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.
30. 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.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor

John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are 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.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation, 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. 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, mental retardation, 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;
 - (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (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 section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (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 of 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 section 46a-56;
 - (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 section 46a-56.

- (h) The contractor shall include the provisions of section (g) above 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 section 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.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does 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).

33. Tangible Personal Property. 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:

- (a) 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;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) 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

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succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) 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.

For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

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 the Act.

- 34. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.
- 35. **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

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

(a) Reserved

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

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

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

(e) Reserved

(f) Reserved

(g) Reserved

(h) Reserved

37. 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.

38. 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.

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

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

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

- c. the individual(s) in charge of the Performance.

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

41. 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.
42. Audit and Inspection of 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, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
43. 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 Public Safety 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.
44. 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.
45. 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.

46. 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.

47. 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.

48. Confidential Information. The State will afford due regard to the Bidder's and 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 Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor 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 Bidder or 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 Bidder or 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.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default

or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.

52. 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.

53. 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.

54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement 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 Agreement.

55. Reserved

56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State

Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

57. Health Care Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to

Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of

such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) **General Use and Disclosure Provisions** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) **Specific Use and Disclosure Provisions.**
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered

Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

MANDATORY EXTENSION OF CONTRACT FOR USE BY POLITICAL SUB-DIVISIONS AND NOT-FOR-PROFIT ORGANIZATIONS:

Bidders are required to offer this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State, including but not limited to towns, municipalities, public school systems and certain not-for-profit organizations.

When a Political Sub-Division and/or Not-for-Profit Organization uses this contract all references to the "State" are hereby replaced with the name of the using Political Sub-Division or Non-for-Profit Organization.

QUANTITIES:

The total value of the contract (for the past 2 years) has been estimated to be \$300,000.00 by CT State Agencies. This figure does not include sales from schools, cities, towns, municipalities, and not-for-profit organizations of the State of Connecticut. This figure has been included for reference purposes only and may not reflect actual dollar values that will be made during the term of the contract award. It is understood and agreed that the contract shall cover actual quantities ordered during the term of the contract.

QUALIFICATIONS OF BIDDERS:

The bidder must be either a responsible jobber of books and have been actively engaged in the regular wholesale book business or a responsible publisher of books with an institutional customer service department capable of processing and invoicing individual orders from the State. The bidder shall have a permanent place of business from which books are sold and shall have in permanent employ, sufficient number of qualified personnel to insure that the bidder can perform in accordance with all specifications as outlined in this bid. The bidder shall have maintained an organization capable of performing the worked hereinafter described, in continuous operation for a period of 3 years of more prior to date of the bid opening date.

PRICES:

Bidder shall quote a single flat percentage discount from current publisher's list price basis for each category offered. Range discounts will not be allowed. Books purchased during the term of the contract will be billed to the ordering agency, and shall include transportation and delivery charges, fully prepaid by the contractor, f.o.b. destination to any point in Connecticut.

For the purpose of price calculation for this solicitation, all discounts will be computed from the publisher's lowest price on titles affected by freight-pass-through pricing. Bidders taking exception to this method of pricing will not be considered for award.

Discounts shall remain firm for the length of the contract award.

In the event of an award, the contractor will be required to furnish copies of catalogs and price lists, upon request, to all state agencies, political sub-divisions or not-for-profit organizations, and shall supplement this catalog as often as necessary during the life of the contract.

Increases attributable to freight shipping, fuel surcharges, FPT (Freight Pass Through), etc. will not be allowed.

ORDERING INFORMATION:

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

MINIMUM ORDER:

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

SERVICE REQUIREMENTS:

In the event the State does not receive a response to the order or inquiry within thirty (30) days, or less if it is an emergency, the State has the authority to cancel the inquiry and purchase the book(s) elsewhere.

DELIVERY:

Deliveries shall be made in the quantities specified by the ordering agency. The contractor shall be responsible for the delivery of material in first class condition at the point of delivery and in accordance with good commercial practice.

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

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

DELIVERY AFTER RECEIPT OF ORDER (ARO):

The State desires that delivery be made at the point specified within 30 days after receipt of purchase order. For items four (4) thru six (6), delivery will be extended up to 120 days ARO. If the contractor cannot meet these delivery dates; the contractor should state the most factual delivery date if other than listed above.

URGENT REQUIREMENTS:

When the contract delivery time does not meet delivery requirements and the ordering agency determines that time permits, the contractor shall be requested to state the best delivery time of which he is capable. The contractor shall reply to such inquiries not more than 3 working days after receipt.

OUT-OF-PRINT PUBLICATIONS:

It is understood and agreed that books or publications which are out of print at the time of placing an order are permitted to go out of print by the publisher during the period of the contract, shall not be considered as being covered by the contract award to any bidder, except as provided for in the following paragraphs:

- The contractor shall submit when called upon to do so satisfactory evidence from the publisher that any specific book or publication has been taken out of print.
- The statement of a publisher, that any specific book or publication has gone out of print, shall be considered as satisfactory evidence that same is not available and such book or publication shall not be considered as being covered by the contractor.

OUT OF STOCK AND/OR NOT YET PUBLISHED:

Contractor will be obligated to notify the ordering agency within the delivery time specified in the contract which books are out of stock and/or not yet published and advise approximate availability date. The ordering agency shall instruct the contractor within 20 days after date of notification to "Back Order" or to "Cancel". However, contractor shall not be requested to back-order unless books are expected within 60 days after date of notice. If contractor does not receive agency instructions within time specified, item shall be automatically cancelled from order.

EDITIONS:

Unless otherwise specified in orders, the latest editions shall be supplied.

SPECIAL EDITIONS:

When two or more publishers publish a title, the ordering agency reserves the right to order the edition required.

CONDITION OF BOOKS:

All books covered by this bid shall be bound in accordance with normal trade practice unless otherwise specified. Defective copies of books (in binding, pagination, or otherwise) shall be returned at the contractor's expense. The ordering agency shall not assume 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.

CATALOGING AND PROCESSING SERVICE:

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

SUBMITTAL REQUIREMENTS:

Note: Upon notice of award of this bid, contractor(s) will be required to send in electronic versions of all pricing documents that have been submitted with the bid.

Contract # 10PSX0077

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

Examples include but are not limited to proposal pricing sheets, category definitions, pricing attachments, order forms, discount schedules, price schedules, ordering instructions, etc. (Adobe PDF, jpeg, or other similar formats will be acceptable.)

BASIS OF AWARD:

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the state and may include:

- a. By item, group of items, or in its entirety
- b. Based on vendor's geographic location to adequately service the entire State of Connecticut in the best possible manner.
- c. As a multiple award

PRICE ADJUSTMENTS:

Single flat percentages from published prices shall be listed on the proposal schedule (SP-16) and will remain firm for the length of the contract.

CORRESPONDENCE:

All correspondence, change of company name, address, telephone number(s), federal identification number and/or contact person, etc. regarding this contract should be directed to the address below.

In the event that the awarded contractor company's name and/or Federal Identification Number changes, and/or company 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 shall be forwarded to:

DAS/Procurement Services, 165 Capitol Avenue, 5th Floor South, Box #150414, Hartford, CT 06115-0414, Attn: Teresa Dupont - Tel.: 860-713-5073 – E-Mail: teresa.dupont@ct.gov

REPORT OF PURCHASES

Ninety (90) days prior to the expiration of the contract (February 28, 2012), contractor(s) shall submit a report summarizing the total purchases made under this contract. The report should break out purchases by State Agencies, Political Subdivisions and Not-for-Profit Organizations. The report must also include the current contract award number.

Failure to supply a report of purchases as specified above may result in rejection of bid on the next subsequent bid proposal for this contract item and/or service.

All reports should be sent to: DAS/Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, Attn: Teresa Dupont.

INVOICING:

Contract # 10PSX0077

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

The contractor shall invoice the applicable state agency when goods and services are provided through this contract. The invoice must contain the State'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 Agency.

ELECTRONIC ORDERING AND/OR ORDER INTERFACING:

The contractor shall describe/outline if their company has the capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems or for use by any user agency. Please include any information relative to this area with your bid.

E-COMMERCE (ELECTRONIC COMMERCE):

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, companies receiving awards from this bid will receive purchase orders from the State of Connecticut Agencies through this system.

Companies may be required to provide the State of Connecticut with functional data files including detailed product and pricing information. These files will then be loaded into a catalog on this system for ordering purposes. Companies that do not and/or cannot comply with these requirements when required, and/or fail to provide functional data files within a reasonable amount of time (as specified by the State) may be terminated from a contract award.

For additional detailed information on E-Commerce/Data File Requirements and Core-CT please go to http://www.das.state.ct.us/Purchase/Info/supplier_kit.asp

P-CARD (PURCHASING CREDIT CARD):

The State of Connecticut uses a MasterCard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user-handling fee associated with credit card purchases. Suppliers should only charge to the State's MasterCard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut MasterCard Program should be directed to Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

Summary of Percentage Discounts

Please see individual vendor for specific details.

	Avanti Enterprises, Inc.	Baker & Taylor, Inc.	BWI (Book Wholesalers)	Brodart Co.	Davidson Titles, Inc.	Eastern Book Company	Mackin Book dba Mackin Educational Resources	Mt Library dba Junior Library Guild	Perma-Bound / Hertzberg-New Method	Scholastic Library Publishing	The Book House, Inc.
Trade Books	44.00%	44.00%	40.00%	44.00%	30.00%	40.00%	20.00%	see *	15.00%	40.00%	28.98%
Text and Technical	16.00%	15.00%	0.00%	10.00%	5.00%	15.00%	5.00%	No bid	15.00%	n/a	10.96%
Medical Books	15.00%	15.00%	0.00%	10.00%	n/a	7.00%	5.00%	No bid	15.00%	n/a	No Award
Paper Bound	30.00%	25.00%	35.00% (40% List over \$10.00)	35.00%	30.00%	10.00%	25.00%	No bid	15.00%	n/a	No Award
Library Bound	17.00%	20.00%	15.00%	20.00%	20.00%	5.00%	15.00%	see *	22.00%	32.00%	No Award
University Press	5.00%	15.00%	15.00%	10.00%	10.00%	16.00%	5.00%	No bid	15.00%	n/a	15.20%
"Net" Books	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	No bid	0.00%	n/a	0.00%
Time ARO and shipment:											
In stock, non-processed	3-5 days	1-3 days	5-10 days	1-2 days	7-15 days	2-3 wks	28-45 days	5 days	15 days	10-14days	5 days
Processed	30 days	5-10 days	20-30 days	3-5 days	30 days	3-6 wks	28-45 days	10 days	30 days	30 days	27 days
*See online catalogs at www.juniorlibraryguild.com/resources/downloads for pre-discounted catalog											

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

Avanti Enterprises

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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>44.0</u> %
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<u>16.0</u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>15.0</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>30.0</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>17.0</u> %
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>5.0</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>Net 0.0</u> %
	Time between receipt of orders and shipments	
	In-Stock, non-processed	<u>3-5</u> Days ARO
	Processed	<u>30</u> Days ARO
	Quantity of normal book stock inventory	<u>250,000-300,000</u> Titles/Units

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

Avanti Enterprises

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE																																								
	<p>Cataloging/Processing Services:</p> <p>Please list each individual item (Pricing per book)</p> <ul style="list-style-type: none"> • Cataloging and processing (print) • Cataloging and processing (electronic) • Card kit • Bar codes • Jacket • Spine Label Protector • Property Stamp • Tattle Tape • Kapco Easy Cover (Regular Size) • Kapco Easy Cover (Large Size) • MARC Record Disk • Unattached Automation Kit • Attached Automation Kit with Protectors • Unattached Bar Code only • Attached Bar Codes <p>Use additional line/pages if necessary.</p> <ul style="list-style-type: none"> • See Avanti Appendix III Cataloging Services <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> <ul style="list-style-type: none"> • All orders can be sent through website, email or fax. <p>Ordering information:</p>	<p align="center">Cost</p> <table border="0"> <tr><td>\$</td><td>2.99</td></tr> <tr><td>\$</td><td>6.25</td></tr> <tr><td>\$</td><td>2.49</td></tr> <tr><td>\$</td><td>1.89</td></tr> <tr><td>\$</td><td>2.89</td></tr> <tr><td>\$</td><td>0.65</td></tr> <tr><td>\$</td><td>0.55</td></tr> <tr><td>\$</td><td>1.99</td></tr> <tr><td>\$</td><td>3.25</td></tr> <tr><td>\$</td><td>4.25</td></tr> <tr><td>\$</td><td>6.25</td></tr> <tr><td>\$</td><td>1.85</td></tr> <tr><td>\$</td><td>2.85</td></tr> <tr><td>\$</td><td>0.85</td></tr> <tr><td>\$</td><td>1.89</td></tr> </table> <table border="0"> <tr> <td>Company Contact Person</td> <td>N. Kumar/ S. Jones</td> </tr> <tr> <td>Phone Number</td> <td>800-799-6464</td> </tr> <tr> <td>Fax</td> <td>877-799-6474</td> </tr> <tr> <td>Email</td> <td>sales@avantiusa.com</td> </tr> <tr> <td>Web address:</td> <td>www.avantiusa.com</td> </tr> </table>	\$	2.99	\$	6.25	\$	2.49	\$	1.89	\$	2.89	\$	0.65	\$	0.55	\$	1.99	\$	3.25	\$	4.25	\$	6.25	\$	1.85	\$	2.85	\$	0.85	\$	1.89	Company Contact Person	N. Kumar/ S. Jones	Phone Number	800-799-6464	Fax	877-799-6474	Email	sales@avantiusa.com	Web address:	www.avantiusa.com
\$	2.99																																									
\$	6.25																																									
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Company Contact Person	N. Kumar/ S. Jones																																									
Phone Number	800-799-6464																																									
Fax	877-799-6474																																									
Email	sales@avantiusa.com																																									
Web address:	www.avantiusa.com																																									

AVANTI ENTERPRISES, INC.
PO BOX 3563, OAK BROOK, IL 60522-3563
Phone: 630-968-3727; 800-799-6464
Fax: 630-968-3728; 877-799-6474

WEBSITE: WWW.AVANTIUSA.COM
email: sales@avantiusa.com

APPENDIX III
CATALOGING SERVICES - PRICE LIST

Catalog Card Kits

Catalog Card Kits include:

Shelf List card
Title Card
Subject Card(s)
Author/main entry card
Borrowers card
Spine labels (2)
Peel and stick pocket with date due grid
Pocket label

Unattached Card Kit \$ 2.49

Attached Card Kit \$ 2.99

Prices listed are per book.

Automation Kits:

Automation Kits include:

Barcode
Spine label
MARC record disk

Unattached Automation Kit \$ 1.85

Attached Automation Kit with Protectors \$ 2.85

Unattached Barcode only \$ 0.85

Attached Barcode only \$ 1.09

Prices listed are per book.

Jacket (applied over dust cover) \$ 2.89

Spine label protector \$ 0.65

Property Stamp \$ 0.55

Tattle Tape \$ 1.79

Kapco Easy Cover (Regular size) \$ 3.25

Kapco Easy Cover (Large size) \$ 4.25

MARC Record Disk only \$ 6.25

PRICES FOR OTHER SERVICES ARE AVAILABLE.

PLEASE CONTACT: AVANTI @ 800-799-6464; Fax: 877-799-6474

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STATE OF CONNECTICUT

PROCUREMENT SERVICES

CONTRACT AWARD SCHEDULE

Exhibit B

BAKER & TAYLOR, INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
<p>**</p> <p>NOTE:</p> <p>*</p>	<p>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.</p> <p>Cataloging/Processing Services:</p> <p>Example:</p> <p>Cataloging and processing (print).....</p> <p>Cataloging and processing (electronic).....</p> <p>Card kit.....</p> <p>Bar codes.....</p> <p>Etc.....</p> <p>Any additional miscellaneous charges not listed on this bid will be excluded from the contract award. Only those charges provided in the bid submission will be allowed on the contract award. Please list any additional pricing and/or fees below:</p> <p>Type of Charge:</p> <ul style="list-style-type: none"> Please see Attachment E for a description of our Enhanced Service Program. These titles, part of an optional program, may be blocked from order upon request. <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> <ul style="list-style-type: none"> Baker & Taylor Internet ordering site is available through our website at www.baker-taylor.com. Baker & Taylor's B&T Link Online site is designed to allow our customers to place basic orders via the Internet, free of charge. For additional information email btinfo@baker-taylor.com or call 1-800-775-1800. <p>Ordering information:</p>	<p>Cost</p> <p>\$ See Attachment I Baker & Taylor's MARC Price List.</p> <p>\$ Please see Attachment E.</p> <p>Susan Gurley* 800-775-7930 x3169 704-998-3260 susan.gurley@baker-taylor.com www.baker-taylor.com</p>

*Revised 06/30/10-New Customer Service Representative

TOLL-FREE NUMBERS AND ADDRESSES OF BAKER & TAYLOR CONTACTS

ORDERS:

Order electronically: Baker & Taylor Online (designed for library and academic customers) and School Selection (designed for school customers) may be accessed via our website: www.baker-taylor.com.

State Agencies, Public and School Libraries:

Baker & Taylor
Attn: Order Department
Commerce Service Center
3584 Old Maysville Rd
Commerce, GA 30529

Toll-Free Phone: 800-775-1100
Toll-Free Fax: 800-775-7480

Academic Libraries

Baker & Taylor, Inc.
Attn: Ordering Department
501 South Gladiolus Street
Momence, IL 60954-1799

Toll-Free Phone 800-775-2300
Toll-Free Fax 800-775-3500

Customer Service/Sales Representation (Book and Spoken Word)

Public Libraries

***Kim Waldrop**
Customer Service Representative
(800) 775-1200 extension 2764
Email: kim.waldrop@baker-taylor.com

Eric Thronson
Sales Consultant
(800) 775-7930 extension 1053
Email: eric.thronson@baker-taylor.com

School Libraries

Andrea Turner
Customer Service Representative
(800) 775-1200 extension 2281
Email: andrea.turner@baker-taylor.com

Shannon O'Donnell
Sales Representative
(800) 775-7930 extension 3104
Email: shannon.odonnell@baker-taylor.com

Academic Libraries

Connie Perdue
Customer Service Representative
(800) 775-2300 extension 419
Email: connie.perdue@baker-taylor.com

Stephen Hyndman
Area Sales Manager
(800) 258-3774 extension 3295
Email: shyndman@ybp.com

REMIT ADDRESS (Lockbox)

Baker & Taylor, Inc.
PO Box 277930
Atlanta, GA 30384-7930

CUSTOMER FINANCIAL SERVICES:

Baker & Taylor, Inc.
2550 West Tyvola Road; Suite 300
Charlotte, NC 28217
Phone: 800-340-5370
Accts. Payable Fax: 704-998-3304
Accts. Receivable Fax: 704-998-3314
Email: dl-cfs_inst@baker-taylor.com

**FOR BIDS, CONTRACTS, RENEWALS
AND ADMINISTRATIVE CORRESPONDENCE**

(Corporate Offices):

Baker & Taylor, Inc.
Attn: Pricing Services
2550 West Tyvola Road; Suite 300
Charlotte, NC 28217
Email: bids@baker-taylor.com
Phone: 800-775-1800
Fax: 704-998-3260

Baker & Taylor, Inc.
B&T Link Online/Title Source 3 Discount Chart
Sealed Bid Number: 10PSX0077 (Books)

Baker & Taylor, Inc. is pleased to offer the discount terms and conditions contained in this Attachment C. 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	20.0%
VII.	Publisher's Library Edition (Juvenile)	Z	20.0%
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/or Titles of Limited Demand) M (Paperback Editions from Small, Specialty Publishers and/or Titles of Limited Demand) V/T (Returnable Specialty Textbooks) 5/6/8 (Professional Medical Titles)	S = 15.0% X = 15.0% N = 0.0%** L = 15.0%*** M = 15.0%*** V = 15.0%**** T = 0.0% 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 (primarily abridged)	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 - BT Bound Editions - Replica Books*****	D E	D = 0.0% E = 25.0%

*Please see Attachment D for full category definitions, which are attached hereto and incorporated herein by reference.

**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. Please note that for purposes of entering this service charge into the B&T Link or The Title Source systems, the software requires that the service charge be entered as a negative number (-4.95) in order to add the \$4.95 service charge to the list price of the book.

*****Unless otherwise indicated, Replica Books are priced at 5.0% off Baker & Taylor's list price.

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 and Replica Books, 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 C do not apply to Baker & Taylor's Continuation Services 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 (D, 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: Bunnicula 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, 5, 6, 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)**
Primarily abridged 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 primarily abridged spoken word audio 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 (I)**
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, BTBound, and Replica Books 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 (BTBound 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.

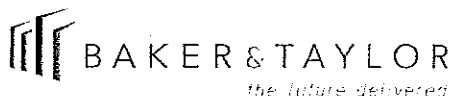
The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- 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, Inc.
 Charlotte, NC
 Sealed Bid #10PSX0077 (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, Inc.
Charlotte, NC
Sealed Bid #10PSX0077 (Books)

**B&T MARC Price List
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. MARC/MicroLIF Record (on diskette)	Free
2. Catalog Card Kit		12. Mylar Jacket (taped)	\$.69/unit
Attached	\$1.05/unit	13. Mylar Jacket (glued)	\$.65/unit
Unattached	\$.99/unit	14. Mylar Jacket (unattached)	\$.59/unit
(Includes book pocket & card, spine label, card set)		15. Ownership Label	\$.15/label
3. Catalog Card Set	\$.89/unit	16. Book Pocket	\$.25/unit
(Includes a shelflist card, two main entry cards, title card, and sufficient additional cards for added entries)		17. Shelflist Card	\$.15/card
4. Circulation Card	\$.15/card	18. Sorted Cards	\$.15/unit
5. Custom Label	\$.15/label	19. Spine Label	\$.19/label
6. Date Due Slip	\$.15/unit	20. Stamping, Customer Supplied (per stamp location)	\$.15/location
7. Extra Main Entry Cards (beyond 1)	\$.15/card	21. Theft Detection Device	
8. Label Application (customer-supplied)	\$.15/label	Checkpoint	\$.50/unit
9. Label Protectors	\$.15/unit	3M	\$.50/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:	\$2.39/unit

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

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

Exhibit B

BOOK WHOLESALERS, INC. DBA BWI

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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>40.0</u> %
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<u>0.0*</u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>0.0*</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>35.0**</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>15.0</u> %
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>15.0</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>0.00***</u> %
Time between receipt of orders and shipments		
	In-Stock, non-processed	<u>5-10</u> Days ARO
	Processed	<u>20-30</u> Days ARO
Quantity of normal book stock inventory		
		<u>785,000</u> Titles
		<u>1.5 mil+</u> Units

* For non trade titles in these categories the discount will be 15%

* List price over \$10.00 - 40%

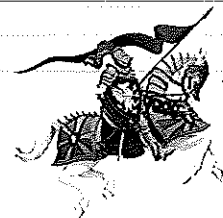
**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

Exhibit B

BOOK WHOLESALERS, INC. DBA BWI

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
<p>NOTE:</p>	<p>*** On a consistent basis less than 1/2 of 1% of items that BWI provides require a Special Acquisitions Cost. This is only applied when BWI is extended little or no discount from the publisher. Should libraries purchase an of these items they will occur a per title Special Aquistion cost of \$5.95 (1 copy), \$8.95 (2 copies), & \$10.95 (3 or more copies)</p> <p>Cataloging/Processing Services:</p> <ul style="list-style-type: none"> • Cataloging and processing (print) • Cataloging and processing (electronic) MARC delivery • Card kit • Bar codes • Etc. <p>Any additional miscellaneous charges not listed on this bid will be excluded from the contract award. Only those charges provided in the bid submission will be allowed on the contract award. Please list any additional pricing and/or fees below:</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.</p> <p>BWI can accept EDI orders in the X12 or EDIFACT format from various integrated library system products including (but not limited to) CARL, Dynix, Horizon, Millennium, Polaris, Symphony, TLC OSA, and Unicorn. BWI can also provide EDI acknowledgements and invoices in the aforementioned formats. In addition to EDI, BWI supports all ILS vendors' Web Services products that can be used as acquisitions tools.</p> <p>Ordering information:</p>	<p>\$ 1.95</p> <p>\$ No Charge</p> <p>\$ n/a</p> <p>\$.20</p> <p>Tina Ballinger 800-888-4478 800-888-6319 tballinger@bwibooks.com</p> <p>www.bwibooks.com</p>

Value Added Services



Always
At Your
Service

Standard Packages – Same charge on every item

- Attached Mylar Jacket, Spine Label, Barcode, Book Pocket, MARC Records and Label Protector over exposed labels. **\$1.30**
- Attached Mylar Jacket, Spine Label, Barcode, MARC Records and Label Protector over exposed labels. **\$1.15**

Customized Packages – Design a package based on your library's needs using the à la carte options below:

AV Unwrapping & Repackaging Services

<input type="checkbox"/> AV Unwrapping only	\$1.00	<input type="checkbox"/> Repackage Music CD Binder	\$4.50
<input type="checkbox"/> Repackage in DVD Case	\$2.25	<input type="checkbox"/> Repackage in Audiobook CD Binder	\$5.20
<input type="checkbox"/> Repackage in CD Case	\$2.00	<input type="checkbox"/> Repackage AV Hanging Bags	\$1.25

AV & Book Processing Services

<input type="checkbox"/> Mylar Jacket	\$0.50	<input type="checkbox"/> Borrowers/Circ Card	\$0.20
<input type="checkbox"/> Kapco (laminated paperbacks)	\$1.90	<input type="checkbox"/> Branch Labels	\$0.20
<input type="checkbox"/> Spine Tape (inside)	\$1.10	<input type="checkbox"/> Property Label	\$0.20
<input type="checkbox"/> Spine Tape (outside)	\$0.85	<input type="checkbox"/> Genre Label	\$0.20
<input type="checkbox"/> Label Protector Covers	\$0.25	<input type="checkbox"/> Custom Label	\$0.20
<input type="checkbox"/> Barcode	\$0.20	<input type="checkbox"/> Stamping (per app)	\$0.20
<input type="checkbox"/> Barcode (eye readable)	\$0.20	<input type="checkbox"/> Clear labels in place of stamping	\$0.15
<input type="checkbox"/> Spine Label without MARC record	\$0.35	<input type="checkbox"/> Book Theft 3M	\$0.50
<input type="checkbox"/> Spine Label with MARC record	\$0.20	<input type="checkbox"/> Book Theft (Checkpoint)	\$0.35
<input type="checkbox"/> Pocket	\$0.20	<input type="checkbox"/> AV Theft (Checkpoint)	\$0.35
<input type="checkbox"/> Clear Pocket	\$0.25	<input type="checkbox"/> AV Theft (3M)	\$1.50
<input type="checkbox"/> Pocket Label without MARC record	\$0.40	<input type="checkbox"/> RFID (un-programmed)	\$1.00
<input type="checkbox"/> Pocket Label with MARC record	\$0.15	<input type="checkbox"/> RFID (programmed)	\$1.75
<input type="checkbox"/> Date Due Slip	\$0.15		

MARC Records & Linking

MARC Records.....\$0.25 Linking customer supplied barcode to MARC (Unit).....\$0.20*

* For full customized cataloging, ask about our *Legendary Library Services*

Need additional components or services? Please contact your Regional Account Manager or call Customer Service at 800-888-4478 ext. 6610 or email us at custserv@bwibooks.com.

A minimum processing charge of \$0.45 will apply

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

BRODART COMPANY

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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.	<p align="center"><u>44.0*</u> %</p>
2.	TEXT AND TECHNICAL BOOKS (Non-Trade) Professional levels) and hand books or practical works of a technical scientific or business nature.	<p align="center"><u>10.0*</u> %</p>
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<p align="center"><u>10.0*</u> %</p>
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.	<p align="center"><u>35.0*</u> %</p>
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.	<p align="center"><u>20.0</u> %</p>
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<p align="center"><u>10.0*</u> %</p>
7.	"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<p align="center">0* %</p>
	Time between receipt of orders and shipments	In-Stock, non-processed <u>1-2**</u> Days ARO Processed <u>3-5**</u> Days ARO
**	Shipment from order release date	
	Quantity of normal book stock inventory	375,000 Titles/Units
*	Hardcover & 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%), plus a service charge of \$3.95. Discounts and cataloging and processing charges are outlined in Attachment B.	

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

BRODART COMPANY

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	Cataloging/Processing Services:	
	Example:	
	Cataloging and processing (print).....	Cost
	Cataloging and processing (electronic).....	\$
	Card kit.....	\$
	Bar codes.....	\$
	Etc.....	\$
	Please list each individual item	
	<ul style="list-style-type: none"> • Complete and Automated Cataloging and Process (includes attached jacket, spine label, complete catalog card set, one barcode and English-language MARC record) 	\$ 1.30
	<ul style="list-style-type: none"> • Jacket 	\$.65
	<ul style="list-style-type: none"> • Spine Label 	\$.20
	<ul style="list-style-type: none"> • Barcode Label 	\$.20
	<ul style="list-style-type: none"> • Theft Detection (Standard 3M or Checkpoint) 	\$.50
	<ul style="list-style-type: none"> • Property Stamp (per location) 	\$.15
	<ul style="list-style-type: none"> • Catalog Card Set (includes shelf list card, main entry card, title card, subject cards, borrowers card, pocket, pocket insert and spine label) 	\$.80
	<ul style="list-style-type: none"> • Duralam (Paperback Conversion) 	\$ 4.50
	<ul style="list-style-type: none"> • Dura-Guard (Paperback Reinforcement) 	\$ 2.25
	<ul style="list-style-type: none"> • Discounts and cataloging and processing charges are outlined in Attachment B 	
	Type of Charge:	
	<ul style="list-style-type: none"> • Service Charge – applies to hardcover and paperback titles in which Brodart receives minimal or no discount and/or the publisher requires prepayment. 	\$ 3.95
	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.	
	<ul style="list-style-type: none"> • Brodart's free online collection development and ordering tool, www.Bibzll.com, is available to state agencies for searching, selecting and ordering material. Bibzll.com will provide each agency with access to our entire database of over 4 million items. Brodart does not have a closed list of items to choose from. Our database is updated daily with new titles being added regularly. 	

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

BRODART COMPANY

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Each state agency will need to establish their own account by contacting their Customer Care Associate at 800-474-9802. Each agency will be provided with their own unique username and password. 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>Additional information regarding ordering options can be found in Attachment A - Orders</p> <p>Ordering information:</p>	<p>Company Contact Person Phone Number Fax Email Web address:</p> <p>Debbie Schall 800-474-9802 x6527 800-999-6799 bookscs@brodart.com or bookord@brodart.com www.brodart.com</p>

ATTACHMENT A PRODUCTS AND SERVICES

INVENTORY AND FULFILLMENT

As a true library services company, Brodart's primary business focus is libraries. We do not supply books to the retail market, therefore our inventory count is not as large as other vendors. Our inventory and purchasing profiles are based on the library market to specifically meet the needs of libraries. We order material from publishers on a daily basis to ensure our customers receive their orders quickly and efficiently.

Brodart manages over 265 thousand titles and five million volumes annually. When ordering adult popular and bestseller titles, you can expect approximately 85 to 95 percent of your order in your initial shipment (which consists of in-stock items at the time of order). Juvenile fiction and nonfiction first shipment percentages should reach 70 to 80 percent. Initial shipment percentages for general adult material should range from 60 to 70 percent.

Items are stocked according to library needs. In the case that an item is not in Brodart's inventory, it can be identified when utilizing Bibzll.com, our online collection development and ordering tool. This material will be ordered immediately from the appropriate publisher and will receive the same discounts and pricing as in-stock material. Our order fulfillment system places orders with all publishers on a daily basis via FTP or fax. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer backorders in 3 weeks, with overall fill rates of greater than 95% of available titles.

We suggest that customers allow their orders to remain open for a period of 60-90 days to facilitate receipt of backordered items. Any items not received from the publisher during this time period will be cancelled and reported on cancellation notices.

Brodart's delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library's specifications.

PACKING, SHIPPING, AND DELIVERY

Packaging and marking of shipments

Brodart's boxes are made of heavy corrugated cardboard and are extremely durable. We take special care when packing your order. Larger items are packed first, then smaller ones, packed spine-to-spine to prevent damage. The number of items, their thickness, and weight determine the size of the box used for packaging. Boxes are filled with thin newspaper-type brown paper. Shipping labels are covered with clear plastic tape and are applied to the top of every box. Boxes are sealed with tape that is constructed of paper, string, and glue. Boxes within a shipment are numbered (i.e. 1 of 6, 2 of 6, etc.) and indicated on the top of each box.

Method of shipment and shipping charges

Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent via best method (common carrier, USPS, or UPS Ground) and designated for inside delivery. All shipments are F.O.B. destination from our warehouse to your main library. Branch shipping is also available for an additional fee.

Delivery

Brodart will make the initial shipment of material from inventory, for each purchase order, within two to three days from order release date for items requiring automated cataloging and/or processing and one to two days for items without cataloging and/or processing. Backorders can be picked frequently—even weekly. We suggest that you allow your orders to remain open for a period of 60-90 days to facilitate

receipt of these items. Any items not received during this time period will be cancelled and reported on monthly cancellation notices.

CREDITS AND RETURNS

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned.

MANAGEMENT DOCUMENTS AND REPORTS

Packing Slip

Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number, which can be matched with a corresponding invoice.

Invoicing

Brodart's invoices are available in triplicate and include the title, author, ISBN, published date, quantity, list price, discount, unit price, and extended price, as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. Orders transmitted electronically (EDI) may receive electronic EDI invoices. Brodart's payment terms are generally net 30 days however we are willing to accept the State of Connecticut's payment terms of net 45 days.

Statements

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

Confirmation Report

Paper confirmation of titles ordered can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct). The confirmation reports are available by account number, and titles will be arranged alpha by author or by title. Orders transmitted electronically (EDI) may receive electronic EDI acknowledgements.

On-Order Title Status Report

Brodart offers a number of options for receiving order status information. The Order History tab in BibzII.com[®] allows the library to access not only orders that have been submitted through BibzII, but also orders submitted to Brodart via EDI, telephone, or other ordering methods. The directory page shows all orders with their current status (entered, booked or closed). Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's paper On-Order Title Status Report. This report will identify, by account number, the status of all titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request.

Orders transmitted electronically (EDI) will receive an EDI acknowledgment within 24 hours stating the status of each item ordered. Web site orders transmitted through BibzII.com will also receive order status information within 24 hours.

Cancellation Reports

Brodart will notify all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly.

ORDERS

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change the name and address information. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications.

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through BibzII.com[®], Brodart's online collection development and ordering tool.
- Import on-order records from BibzII.com in a format developed especially for your integrated library system (ILS). You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from your ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to Brodart Co. Books & Automation
Order Department
500 Arch Street
Williamsport, PA 17701

There is no minimum order requirement.

FUND CONTROL

Brodart's Do-Not-Exceed (DNE) System will provide accurate fund accounting for all orders received for each account number. The DNE System will allow your library to specify the exact amount of money budgeted for each purchase order and will fulfill all orders up to, but not exceeding, your monetary limit.

We know complete utilization of your budget is very important. We monitor your budget spending and notify you if you are in danger of falling short or exceeding your budget.

CUSTOMER SUPPORT

At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. In addition to your Sales Representative, Robert Scott, our Customer Care staff is happy to answer any of your questions or provide any additional information you may need. Your Customer Care Associate, Debbie Schall is available by calling Brodart's toll-free number 800.474.9802.

CATALOGING AND PROCESSING OPTIONS

Your library can select the classification and cataloging specifications that best meet your requirements. Options available include Dewey and Library of Congress classifications with Sears, Library of Congress, or Library of Congress Annotated Children's subject headings, as well as Spanish bilindex subject

headings. Multiple processing options are also available and include everything from loose components to fully cataloged, custom shelf-ready materials.

Automated Circ-Serv® Cataloging

Brodart's Circ-Serv will provide your library with full-level MARC records as well as an item holding record to be downloaded into your ILS. The item record may include variable data such as local call numbers, barcode numbers and current list price as well as fixed data (will remain constant for each title under that account number) including location code and up to five optional fixed data sub-fields. Item records can be mapped to the tag and sub-field required by your ILS. You may choose to receive the records via FTP or on CD. Receiving cataloging with item records through Circ-Serv is a cost-effective and efficient way to expedite item level processing.

Customized Compleat Book-Serv® Cataloging

Brodart's material-in-hand cataloging service, Compleat Book-Serv, has provided customized cataloging and technical support services to public libraries since 1985. Brodart's Compleat Book-Serv processing unit is located in our Williamsport, Pa. warehouse and currently employs over 100 full-time catalogers.

Compleat Book-Serv catalogers, with material-in-hand, will search the library's MARC database to determine if the item can be processed as an added copy or if new cataloging is required. If a match is found, the record is verified against the material-in-hand and the library's existing MARC record is used to print labels and to complete the specified item level processing.

When new cataloging is required, Compleat Book-Serv catalogers will review, modify, and upgrade existing cataloging records or provide original cataloging. Creation of bibliographic records is in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (latest update); Library of Congress subject headings, latest edition; Dewey Decimal Classification, 22nd edition; and MARC21 specifications, unless otherwise specified by the library. While the Library of Congress is the authority for MARC format, your MARC records can be customized with local information including a local call number. Shelf-ready processing will be customized following your library's specifications.

Pricing for Compleat Book-Serv is dependent upon each library's specifications and is available upon request. Utilization of Compleat Book-Serv is based on an annual minimum commitment of \$200,000.

Processing Options

Brodart's processing options provide libraries with the industry's most comprehensive and versatile range of physical processing services featuring easy-to-read, laser-printed cataloging components to follow each account's exact specifications.

Brodart's processing options include:

- Mylar jacket (attached or loose) for your books with dust jackets
- Paperback reinforcement with our exclusive Dura-Guard or Duralam® processes
- Theft detection
- Presorted catalog cards
- Customized laser-printed catalog card kits (book pocket, pocket insert, subject cards, 2 main entry cards, title card, borrower's card, shelf list card, and spine label)
- Cataloging components (spine label, pocket, barcodes, etc.) which can be attached or sent loose with each book
- Property identification stamp
- Customized book pockets
- Barcode labels
- Preprinted barcode number on the pocket, shelf list card, and borrower's card

Call Number/Subject Heading Options:

- Abridged Dewey with Sears or LCAC subject headings
- Unabridged Dewey with Sears, LC or LCAC subject headings
- Library of Congress with LC or LCAC subject headings

All cataloging is performed using AACR2 revised and accompanying Library of Congress Rule Interpretations.

NOTE: Brodart offers any combination of components to meet your library's specific needs. Presorted catalog cards are available with each shipment or consolidated and provided with the final shipment.

Reinforcement Services

Brodart's Dura-Guard and Duralam reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques. Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

Brodart's Duralam service will stretch your book budget dollars by prolonging the life of your paperback books. The original paper cover is laminated to a heavy binder's board. The book is then rebound with a strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback. Duralam is guaranteed to your satisfaction.

Dura-Guard reinforces a paperback book using a 10-mil laminate to increase circulation durability. The one-piece process includes a 2-mil spine section to allow flexibility in movement and prevention of bubbling as seen in similar processes. The crystal clear, 100% optical clarity material and non-yellowing adhesive keeps the cover art attractive and bright. Dura-Guard is guaranteed to your satisfaction.

Both Dura-Guard and Duralam processes

- are available for paperbacks ordered with or without additional cataloging and processing options.
- have been perfected over 30 years of successful use.
- are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- have no minimum order requirements.
- feature bindings that are individually handcrafted to ensure quality workmanship.
- are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

Laminated Dust Jackets

Through this new processing service, a thin, clear layer of laminate is applied to the dust jacket before or after labels are applied. The laminated jacket is taped to the book cover and maintains the original publisher artwork.

BRODARTBOUND BOOKS

Brodart provides prebound books that are transformed from a publisher's original paperback book. The cover is carefully removed and the image is scanned into a computer and then scanned to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Two end sheets are attached to each book to preserve its pages. Depending on the thickness of the book, the unification is either accomplished by gluing or sewing.

PLAYAWAY®

Playaway digital audio available through Brodart consists of a personal electronic listening device that comes pre-loaded with content. A wide selection of titles is available and each device is packaged with earbuds for added convenience in a hard case to aid in protection during circulation.

Each Playaway includes:

- Pre-Loaded Playaway
- Earbuds
- AAA Battery
- Circ-Ready Packaging
- One-Year Warranty
- Full-Color Insert with User Guide
- Broad & Expanding Title Collection
- HD Audio

Playaway titles are available through Brodart's online selection and ordering tools, automatic order/shipment programs, as well as subscription services.

CONTINUATIONS

Brodart's Continuations Service is designed to meet your complete standing order needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated.

- Brodart maintains constant communication with over 80 thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available.
- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. And to simplify establishing a standing order account, we offer you a full range of transition services.
- The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service. All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications which are delayed by the publisher show a status of "on order." Brodart's Continuations Department automatically contacts the publisher in the case of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive a newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives the comprehensive title listing which contains your standing order titles, we will immediately begin establishing your account while simultaneously ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders. Furthermore, if there is some duplication of titles, Brodart will assume responsibility and accept any such returns. Once all of the titles have been entered into our database, we can determine any must-order-direct titles and will notify the library of such titles.

COLLECTION DEVELOPMENT SERVICES

Collection Builder® Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.
- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles, make your selections, and mark the orders right on the list.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We will provide a profile to walk you through the process.
- You receive prepared selection lists in two to four weeks. These custom selection lists are provided free of charge to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

TIPS®

TIPS (*Title Information Preview Service*) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection. Three levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author, or illustrator.

Silver TIPS

Monthly lists of the most popular titles delivered* to your online account free of charge for Brodart customers. Full-text reviews are provided when available.

Silver TIPS Program Descriptions

CHILDREN'S

Board Books for Libraries

- Formats appropriate for public-library use in terms of size, shape, and materials
- Selected by our children's buyer
- Most titles due for publication within next two months

Top Children's Hardcover Titles

- Popular and high-quality books for children through age twelve
- Emphasis on picture books, but nonfiction, fiction, and graphic novels also included

- Seasonal coverage for holidays plus one topical backlist each month
- Most titles are one month prepublication

Top Children's Paperback Titles

- Best new releases for children through age twelve
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on titles classed as Easy, but also includes fiction and nonfiction
- Most titles one month pre-publication or current month of publication

Children's *KidSafe* Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for children through age twelve
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

TEEN

Top Teen Hardcover Titles

- Popular and high-quality titles for middle school and high school readers (age ten and up)
- Emphasis on fiction, particularly science fiction, fantasy, and horror; also includes nonfiction for recreation and school support
- Selected high interest/low reading level titles and graphic novels
- Most titles are one month pre-publication

Top Teen Paperback Titles

- Best new releases for middle school and high school readers (age ten and up)
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on fiction, but some nonfiction and graphic novels included
- Most titles one month pre-publication or current month of publication

Teen *KidSafe* Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for ages ten and up
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

ADULT

Popular Reading

Blockbusters

- Hardcover titles that no public library can be without!
- Adult fiction and nonfiction from the most popular authors or on hot topics
- Titles with large print runs and heavy publisher promotion
- Three to four months prepublication

Top Adult Hardcover Titles

- High demand adult popular reading
- Fiction and nonfiction from top-selling authors plus titles from promising first novelists
- Selected movie tie-ins and graphic novels
- Includes Blockbusters (available separately above) plus other titles to round out genre interests
- Three to four months prepublication

Top Adult Paperback Titles

- The best upcoming paperback titles for a popular reading collection
- Emphasis on high demand authors and titles, including titles that were New York Times Bestsellers in hardcover
- Mostly fiction but some nonfiction included
- Includes both originals and reprints, trade and mass markets
- Most titles one month prepublication

UrbanFix

- Urban fiction (aka street lit) for the adult collection
- Emphasis on African-American characters in an urban setting
- Includes titles with sex, violence, drugs and strong language
- Primarily trade paperback but some hardcovers and mass markets included
- Most titles from current month up to two months pre-publication

Specialty Programs

Large Print TIPS

- Extensive list of large print offerings from all the major publishers
- Most titles are adult fiction, but adult nonfiction and some titles for young readers also included
- Most titles are two months prepublication

Picks for Public Libraries

- Practical adult nonfiction that is not likely to be reviewed
- Hardcovers and paperbacks on topics such as computers, math, health, business, weddings, pet care, and more
- 125 to 150 titles per month chosen by our experienced staff
- Most titles one month prepublication

SPANISH

Top Spanish Titles

- The best fiction and nonfiction for native Spanish speakers
- Titles from offshore and U.S. publishers
- Focus on international authors, but also includes translations of popular U.S. titles
- Publication dates vary from two months prepublication to six months post-publication (but recently available for U.S. distribution)

Adult Spanish TIPS

- Recommended Spanish language fiction and nonfiction
- Titles from offshore and U.S. publishers; originals and translations
- Focus on fiction and practical nonfiction in hardcover and paperback
- Includes Top Spanish Titles (available separately above) plus others to expand the selections
- Publication dates vary
- Children's & Teen Spanish TIPS
- Recommended bilingual and Spanish language titles for preschool through high school
- Titles from offshore and U.S. publishers; originals and translations
- Focus on picture books and nonfiction, but also includes fiction, board books, and graphic novels
- Publication dates vary

AUDIO

Top Spoken Word Audio Titles

- New releases from popular authors
- Focus on high demand titles with bestsellers and various fiction genres; some nonfiction included
- Most titles are for adults, but select children's and teen titles included
- Compact disc (both regular and MP3) and Playaway formats; more unabridged than abridged; retail editions with some library editions included
- Most titles two to three months prepublication
- Spoken Word Audio Playaways
- All new titles available in Playaway format
- Adult and children's; fiction and nonfiction
- Publication dates of original titles vary

Gold TIPS

Customized title lists, delivered to your online account weekly, twice monthly, or monthly. Transform *Silver TIPS* lists into *Gold* by specifying parameters such as publisher, author, series, subject category, and format. For example, you want the Large Type Fiction list but with titles from Thorndike excluded. Or, you want Children's Nonfiction, but only certain Dewey ranges.

Diamond TIPS

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any TIPS list to *Diamond* by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you want a Teen Fiction profile based on Booklist, School Library Journal and VOYA plus a list of authors. Or, you want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

Booklist (includes online reviews)

BookPage

Bulletin of the Center for Children's Books

Horn Book

Kirkus

Library Journal (includes online reviews)

Library Journal Prepub Alert

Library Media Connection

New York Times Book Review

(no full text available)

Publishers Weekly (includes online reviews)

School Library Journal (includes online reviews)

Science Books & Films

VOYA

TIPS lists are available on a subscription basis to Brodart's Books & Automation customers. TIPS pricing is included for your review.

FASTips®

Libraries may choose to set up profiles with a FASTips automatic order option. For example, this can be used to automatically order a certain number of copies of future titles from a particular author or to order one or more copies of each title published by a particular publisher. The library provides a purchase order and a quantity (which may vary) and an order is automatically placed for all titles that meet the criteria of the profile. The most common automatic order is by author, using the most popular "must-have" authors in a profile to ensure receipt of their titles. Illustrators are a popular indicator in children's profiles. A series profile is also an option. Titles ordered through this means are firm orders, not approval copies, and may not be returned unless damaged or defective. There is no charge for FASTips profiles using the automatic order option.

BibzII.com

BibzII.com is Brodart's online collection development and ordering tool. The name "Bibz" comes from the concept of "building bibliographies online." All of Brodart's custom services (TIPS, FASTips, Collection Builder, and McNaughton) are available through BibzII.com.

Using BibzII.com's flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system.

BibzII.com is designed to meet the needs of any library—from a one-location facility to a sprawling library system with multiple branches. Our enhanced features allow you to customize your display and manage user access and grid ordering right at your library location.

BibzII.com offers 24-hour-a-day, 7-day-a-week access to Brodart's title database of more than four million records. You can conduct simple or advanced searches quickly and easily. BibzII.com allows you to:

Search:

- Quickly—title, author, ISBN
- Simply—title, author, ISBN, series, illustrator, biographee, subject, publisher
- Advanced—access as many of the following fields as needed
 - Availability (print and stock status)
 - Broad classification
 - Dewey or Library of Congress classification
 - Format
 - Descriptors (e.g. board book, large type, picture book)
 - Language
 - Age or grade range
 - Reading program and level
 - Publication date
 - Review journals, including number of reviews and issue date
 - Demand level
 - Price range
- You can also search within a large number of databases and resource lists
 - Your personal lists
 - Lists shared to you
 - Awards and starred reviews
 - Bibliographies and other published sources
 - Special lists built by Brodart
- Results based on the fields you prefer to view
- Results include hyperlinks to author, format, and series

Access:

- Basic bibliographic information and enhanced selection data
 - Title
 - Author, illustrator, editor
 - Publisher
 - Publication date
 - ISBN-10 and ISBN-13
 - Format
 - Availability (print and stock status)
 - Cover image
 - Physical description
 - Other descriptors (e.g. large type)
 - Age and grade range
 - Dewey and Library of Congress classification
 - Language

- Series
- Library of Congress card number
- Demand level
- Print run
- Source citations for Brodart catalogs, bibliographies, starred reviews, and awards
- Subject headings
- Reading programs with reading level
- Annotations plus full-text reviews from 13 journals
- Custom lists provided through the TIPS, FASTips, and Collection Builder services
- Specialty lists built for public libraries
- Your library's public catalog to check holdings by ISBN
- MARC record files for your ILS

Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see
- Lists for all age levels in all subject areas

Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Families, for list sharing purposes
- Your expanded view display by indicating the fields you prefer to see
- Grids—create templates using simple drop-down features and assign them to specific users or locations; create and revise at your convenience

Request:

- MARC record files for your ILS
- Excel spreadsheets
- Branch and Fund Totals reports
- Printed list or 3x5 cards
- Online quotations with the ability to edit and approve for ordering

Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into your ILS for EDI ordering
- Access the order history for all your Brodart accounts

Green Practices

At Brodart Co., we are always looking for innovative ways to increase efficiency and minimize waste. A large part of this effort has focused on implementing environmental management practices developed to ensure our operations are conducted in a manner that respects, protects, and sustains the natural environment. Our commitment to environmental awareness and preservation is reflected throughout our business.

Brodart is committed to conducting business in a manner that manages environmental issues responsibly. We fulfill this commitment by:

- Complying with environmental regulations
- Conducting operations in an environmentally sound manner which has included:
 - Conducting energy efficiency studies

- Changing to energy efficient lighting throughout the facility reducing energy consumption and reducing CO₂ emissions
- Installing lighting timers and dimmers in some areas of the facility
- Improving insulation of the building to reduce heat loss and energy usage
- Conducting preventative maintenance and energy management on the facility heating system reducing the use of oil and natural gas and reducing CO₂ emissions
- Applying the principles of reduce, reuse, and recycle in all processes
 - Brodart purchases packaging materials that contain 100% recycled content and may be recycled by the end user.
 - Brodart shipping boxes contain 36% recycled content.
 - This bid response has been printed on recycled paper with a 30% post-consumer content.
 - Used or old books are given to employees. Any remaining books are destined for recycling.
 - An in-house recycling program which includes everything from paper and metal to cardboard and plastic has allowed Brodart employees to reduce the amount of waste being sent to the local landfill by more than half.
- Promoting environmental responsibility among our employees
- Clearly communicating Brodart's environmental policy, practices, and impact to interested parties
- At the ALA Midwinter Meeting held in Boston, Mass., Brodart Co. debuted a brand new exhibit property which is made of sustainable, recyclable, and environmentally friendly materials.

Brodart believes that implementing these practices results in a cleaner, safer work environment for our employees and ensures the continued stability and availability of natural resources for generations to come.

**ATTACHMENT B
PRICING PROPOSAL
State of Connecticut
Contract #10PSX0077**

Discounts

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

Trade Hardcover Editions	44.0%*
Non-Trade Hardcover & Paperback Editions	10.0%*
Publisher's Library Editions	20.0%
BrodartBound	20.0%
Single Reinforced Editions (School & Library)	20.0%
Trade & Mass Market Paperbacks	35.0%*
Playaways (not available to schools)	18.0%

Continuations will be supplied to the State of Connecticut state agencies 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.

Complete and Automated Processing (includes attached jacket, spine label, complete catalog card set, one barcode and English-language MARC record)	\$1.30/book
Catalog Card Set	\$.80/set
Jacket	\$.65/item
Spine Label	\$.20/item
Barcode Label	\$.20/item
Theft Detection (Checkpoint or 3M)	\$.50/item
Property Stamp	\$.15/location

Reinforcement Services

Dura-Guard (paperback reinforcement)	\$2.25/book
Duralam (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 Bibzll.com account No Charge
Paper TIPS lists \$15 per copy
Note: Standard delivery method is Priority Mail (United States Postal Service).
Other delivery methods are available for an additional fee.

Online Tool
Bibzll.com 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 inside delivery to your main library.

Shipping and Delivery No Charge

If, throughout the course of this contract/agreement, your mix of titles or quantities changes, Brodart reserves the right to review and revise our discounts and/or pricing accordingly. Publisher's list prices are subject to change without notice. The above discounts will remain in effect until May 31, 2012.



CATEGORY/BINDING DEFINITIONS

Brodart Co., Books & Automation

Trade Discounted Hardcover Editions: A book that is published with a glued binding and a hardcover, and may also be known as a hardbound, hardback, cloth bound or cloth cover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the general consumer and deal with subjects having a broad mass appeal. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

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

Publisher's Library Reinforced Editions: A book 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. Publishers designate which titles are "Publisher's Library Reinforced Editions" to Brodart.

Single Reinforced Editions: A book published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "School" and "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. Publishers designate which titles are "Single Reinforced Editions" to Brodart.

Non-Trade Discounted Hardcover: A book that is published with a glued binding and deals in subjects such as technical, reference, scientific, medical and/or is published by a small press. 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 or those who are not in compliance with Brodart's purchasing requirements may be in this category. Non-trade discounted hardcovers may be both adult and juvenile.

University Press Titles: This includes both hardcover and paperbacks published by university presses. This category includes materials where Brodart receives minimal or no discount and/or the publisher requires prepayment.

Trade Discounted Paperback Editions: A book that is 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 general consumer and deal with subjects having a broad mass appeal.

Non-Trade Discounted Paperbacks: A book that is published with a paper cover that deals in subjects such as technical, reference, scientific, medical or small presses. 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. Non-trade discounted paperback books may be both adult and juvenile.

BrodartBound: Brodart provides prebound books that are transformed from a publisher's original paperback book. The cover is carefully removed and the image is scanned into a computer and then scanned to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Two end sheets are attached to each book to preserve its pages. Depending on the thickness of the book, the unification is either accomplished by gluing or sewing.

Duralam®: A paperback converted to a hardbound book.

Dura-Guard: A paperback reinforced with a heavy-gauge laminated cover.

Playaway® Digital Audio: Playaway Digital Audio, provided by Findaway World, LLC, is audio content provided on an independent player.

STATE OF CONNECTICUT PROCUREMENT SERVICES

CONTRACT AWARD SCHEDULE

EXHIBIT B

DAVIDSON TITLES, INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
1.	<p>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.</p>	<u>30.0</u> %
2.	<p>TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.</p>	<u>5.0</u> %
3.	<p>MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.</p>	<u>N/a</u> %
4.	<p>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.</p>	<u>30.0</u> %
5.	<p>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.</p>	<u>20.0</u> %
6.	<p>UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.</p>	<u>10.0</u> %
7.	<p>"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.</p>	<u>0.00</u> %
	<p>Time between receipt of orders and shipments</p>	
	In-Stock, non-processed	<u>7-15</u> Days ARO
	Processed	<u>30</u> Days ARO
	Quantity of normal book stock inventory	<u>2,200,000</u> Titles/Units

STATE OF CONNECTICUT PROCUREMENT SERVICES

CONTRACT AWARD SCHEDULE

EXHIBIT B

DAVIDSON TITLES, INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<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> <ul style="list-style-type: none"> The website, www.davidsontitles.com is for all e-commerce for all agencies. Should special interfaces be necessary, our IT department will be glad to speak to the technical person for each agency. <p>Ordering information: Order using website at www.davidsontitles.com By telephone at 800-433-3903 By fax at 800-787-7935 Email directly to kim@davidsontitles.com , sales consultant</p> <p style="text-align: right;">Company Contact Person Brenda Davidson Phone Number 800-433-3903 Fax 800-797-7935 Email brenda@davidsontitles.com Web address: www.davidsontitles.com</p>	

Book Processing

To ensure that your order is expedited, 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 (F)
- 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

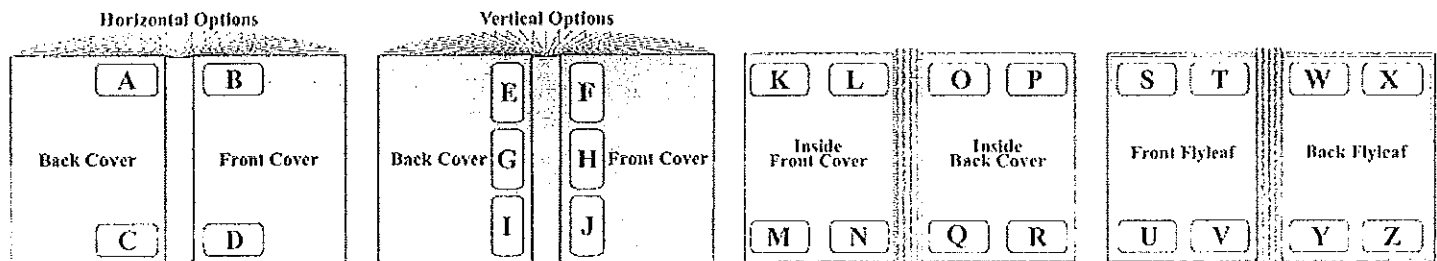
- Check if cover information must remain readable

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



AA - On book pocket

ZZ - 1/2" above book pocket


Davidson Titles, Inc.
DISCOVER THE DIFFERENCE

2345 Dr. 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

Phone: 1-800-433-3903 • Fax: 1-800-787-7935

Book Processing

To ensure that your order is expedited, 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 e-mail address below)

E-mail: _____

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

To ensure that your order is expedited, 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 Information13¢ 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 Card13¢ per book
(Note: Shelflist card is included in options 2, 3, 4, and 21)
16. Date Due Slip13¢ per book
 Attached* Unattached Location of date due slip: _____
17. Borrower's Card13¢ per book
18. Pocket29¢ 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.

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

Exhibit B

EASTERN BOOK COMPANY

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE						
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.	<p align="center">40.0 %</p>						
2.	TEXT AND TECHNICAL BOOKS (see attached Publishers Sci-Tech List) Professional levels) and hand books or practical works of a technical scientific or business nature.	<p align="center">15.0* %</p>						
3.	MEDICAL BOOKS (see attached Allied Health Publishers List) All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<p align="center">7.0* %</p>						
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.	<p align="center">10.0 %</p>						
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.	<p align="center">5.0 %</p>						
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<p align="center">16.0 %</p>						
7.	"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<p align="center">0.0 %</p>						
	Time between receipt of orders and shipments	<table border="0"> <tr> <td>In-Stock, non-processed</td> <td>2-3 weeks</td> <td>ARO</td> </tr> <tr> <td>Processed</td> <td>3-6 weeks</td> <td>ARO</td> </tr> </table>	In-Stock, non-processed	2-3 weeks	ARO	Processed	3-6 weeks	ARO
In-Stock, non-processed	2-3 weeks	ARO						
Processed	3-6 weeks	ARO						
	Quantity of normal book stock inventory	<p align="center">20,000 Titles/Units</p>						



Eastern Book Company
55 Bradley Drive
Westbrook, Maine 04902
800-937-0331 / 207-856-1370 Tel 800-214-3895 / 207-856-1685 Fax
info@ebc.com orders@ebc.com
SAN 169-3050 FEI# 01-0244194

SCI-TECH PUBLISHERS

	Academic Press Addison-Wesley AIP Press Allyn & Bacon Architectural Press BIOS Benjamin-Cummings Birkhauser Blackwell Scientific Brill (excluding Hague Academy) Butterworth-Heinemann Copernicus Corwin Press Digital Press Elsevier Focal Press Gulf Professional Publishing IDG Books Joseph Henry Press Jossey - Bass Kluwer LLH Technology McGraw Hill Merrill Publishing Microsoft Press Morgan Kaufmann National Academy Press Newnes North Holland O'Reilly Outside the Box Pergamon Pine Forge Press Plenum Prentice Hall Thompson Learning The Royal Society of Chemistry Sage Publications Sage Science Press South - Western Springer Verlag TELOS Van Nostrand Wadsworth Wiley	
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Discount 15%



Eastern Book Company
55 Bradley Drive
Westbrook, Maine 04902
800-937-0331 / 207-856-1370 Tel 800-214-3895 / 207-856-1685 Fax
info@ebc.com orders@ebc.com
SAN 169-3050 FEI# 01-0244194

ALLIED HEALTH PUBLISHERS

	Appleton & Lange Medical 15% Bailliere Tindall 7% Blackwell Scientific 15% Blackwell Professional 7% Butterworth Heinemann 7% Cambridge University Press 16% Churchill Livingstone 7% CRC Press (Net) Delmar Learning 15% Elsevier Health Sciences 7% F. A. Davis Company 7% Haworth Press 7% Human Kinetics 7% Jones & Bartlett 7% Lippincott Williams & Wilkins 7% McGraw-Hill 15% Medical Economics 15% Mosby 7% Oxford University Press 16% * Prentice Hall 15% Sage 15% Saunders 7% Springer 15% Springer Publishing 7% Taylor & Francis 7% * Thieme 7% Wiley 15%	
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*Short discounts may apply



Eastern Book Company
55 Bradley Drive
Westbrook, Maine 04092
1-800-937-0331 / 207-856-1370
Fax 1-800-214-3895 / 207-856-1685
info@ebc.com orders@ebc.com
SAN 169-3050 FEI# 01-0244194

Book Processing Price List

Binding, Jacketing and Covering Treatments

Kapco: Self-adhesive cover applies to front, back and spine of paperback.	\$2.50
Vinabind: Paperback cover mounted on board and laminated.	\$5.95
TextMount: Paperback front and back covers mounted on board.	\$6.75
Wert Picture Binding: Picture binding is a color image of the Original paperback and mounted on board and laminated.	\$7.75
Mylar Dust Jacket: A clear plastic cover attached to book jackets. Dust jackets are custom fitted to each book.	\$1.00

Binding samples available at no charge.
*all bindings are acid free

Pre-Processing

Property stamp	
Date Due slip	
Pockets	.25 each
Tattletape Security strip: Inserted in the middle or spine of the book.	.50
Bar code (library provided)	.25
Spine label PromptCat	
Spine label Marcive provided	.50
Marc Record Label	\$1.00
PromptCat Invoicing	No Charge
Electronic Invoicing	No Charge

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

CONTRACT AWARD #: 10PSX0077
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EXHIBIT B

Mackin Educational Resources

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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>20.0</u> %
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<u>5.0</u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>5.0</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>25.0</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>15.0</u> %
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>5.0</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>0.0</u> %
	Time between receipt of orders and shipments	
	In-Stock, non-processed	<u>28-45</u> Days ARO
	Processed	<u>28-45</u> Days ARO
	Quantity of normal book stock inventory	<u>1.5 million</u> Titles/Units

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

EXHIBIT B

Mackin Educational Resources

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Cataloging/Processing Services:</p> <p>Please list each individual item</p> <hr/> <p>Use additional line/pages if necessary.</p> <ul style="list-style-type: none"> • See Cataloging and Processing Services Chart <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> <ul style="list-style-type: none"> • See Attachment A <p>Ordering information:</p>	<p align="center">Cost</p> <hr/> <p>Customer Service</p> <hr/> <p>Phone Number 800-245-9540</p> <hr/> <p>Fax 800-369-5490</p> <hr/> <p>Email mackin@mackin.com</p> <hr/> <p>Web address: www.mackin.com</p>

Attachment A

Capabilities for electronic ordering, e-commerce and/or order interfacing with various integrated library systems of for use by any user agency.

Using today's technological advancements, we are able to function at a higher, more efficient level than that of traditional providers. With Mackin, you will receive a degree of personalized service that is simply not available through any other national firm.

We are unique because as an acquisition service, you will have access to almost any title in print. We do not limit you to titles in our stock or warehouse. By taking advantage of today's technology, we can provide virtually every title by ordering on-demand from the individual publishers. Browsing our ever-expanding database at www.mackin.com will give you access to over 1.5 million items from more than 18,000 publishers.

You can create your own secure account that you can access from anywhere you have internet access. Lists/orders can be merged, sorted, saved as consideration lists for future purchase, and forward to other Mackin.com users. You can submit orders for payment with your credit card through our secure website.

We work with you to create customized resources that meet the unique needs of your schools and agencies. We will always honor any special request you have, if it is within our capability to provide it.

MACKIN

Cataloging and Processing Services Chart

The majority of Mackin's services are provided at no additional cost.

Basic Cataloging and Processing

Custom MARC record - on CD or sent via email	Free
One applied barcode (with protector if not under mylar)	Free
One applied spine label (with protector if not under mylar)	Free
One applied reading program label (AR, RC, Lexile or F&P)	Free
Mylar cover on jacketed books	Free
Full card set (if needed) if not ordered with MARC data	Free
One Applied pocket (if needed)	Free
One Date due and borrower's card (if needed)	Free

Additional Services Available

Applied property label	\$0.10
Full Card set, if ordered in addition to a MARC record	\$.69 per set
Additional shelf list cards	\$.15 each
Theft Detection:	
Checkpoint Theft - books, AV & CD	\$.39 each
3M Theft - books	\$.39 each
3M Theft - audio visual	\$.65 each
3M Theft - CD and DVD	\$1.30 each
Book Covers:	
Kapco Easy covers	\$1.79 each
Colibri Custom covers	\$1.29 each
Non-Print Cases:	
Single video, CD or DVD case	\$2.25 each
Double video, DVD case	\$4.00 each
Multiple CD/DVD cases	\$5.99 each
Cassette cases (1, 2 or 3 tapes)	\$4.65 each
Cassette cases (4, 6, 8 or 10 tapes)	\$6.50 each

Mackin Educational Resources

3505 County Road 42 West - Burnsville, MN 55306

Phone: 800-245-9540 Website: www.Mackin.com Fax: 800-369-5490

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

CONTRACT AWARD #: 10PSX0077
--

EXHIBIT B

MT Library Services dba Junior Library Guild

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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.	See online catalog at http://www.juniorlibraryguild.com/resources/downloads _____
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<u> No bid </u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u> No bid </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> No bid </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.	See online catalog at http://www.juniorlibraryguild.com/resources/downloads _____
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u> No bid </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> No bid </u> %
	Time between receipt of orders and shipments	
	In-Stock, non-processed	<u> 5 </u> Days ARO
	Processed	<u> 10 </u> Days ARO
	Quantity of normal book stock inventory	<u> Over 200,000 </u> Titles/Units

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

CONTRACT AWARD #: 10PSX0077
--

EXHIBIT B

MT Library Services dba Junior Library Guild

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Cataloging/Processing Services:</p> <p>Example:</p> <ul style="list-style-type: none"> • Cataloging and processing (print) • Cataloging and processing (electronic) • Card kit • Bar codes <p>There are no additional charges.</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.</p> <ul style="list-style-type: none"> • Purchases by P-card, PO and credit card can be made directly from the website. Additionally, buyers can access records of past purchases, submit and change processing specifications and download MARC records into their cataloging system. <p>Ordering information:</p>	<p align="center">Cost</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
	<p align="right">Company Contact Person</p> <p align="right">Phone Number</p> <p align="right">Fax</p> <p align="right">Email</p> <p align="right">Web address:</p>	<p>Barb Sanders</p> <p>800-325-9558 x7636</p> <p>800-827-3080</p> <p>sales@juniorlibraryguild.com</p> <p>www.juniorlibraryguild.com</p>

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

Exhibit B

**PERMA-BOUND BOOKS / HERTZBERG-NEW
METHOD, INC.**

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
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.	<p align="center"><u>15</u> %</p>
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<p align="center"><u>15*</u> %</p>
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<p align="center"><u>15*</u> %</p>
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.	<p align="center"><u>15</u> %</p>
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.	<p align="center"><u>22</u> %</p>
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<p align="center"><u>15*</u> %</p>
7.	"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<p align="center"><u>0**</u> %</p>
	Time between receipt of orders and shipments <div style="text-align: right;"> In-Stock, non-processed Processed </div>	<p align="center"> <u>15</u> Days ARO <u>30</u> Days ARO </p>
	Quantity of normal book stock inventory	<p align="center"> <u>70,000</u> Titles <u>5,500,000</u> Units </p>
	<p>*Titles that receive a minimal publisher discount will be invoiced at publisher's lower list price. ** Titles where Perma-Bound receives no discount from publisher, or prepayment is required from publisher, will be invoiced at list price plus \$10.00.</p>	

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

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

CONTRACT AWARD #: 10PSX0077
--

Exhibit B

**PERMA-BOUND BOOKS / HERTZBERG-NEW
METHOD, INC.**

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Cataloging/Processing Services: Bidder must include cataloging and processing service pricing <u>with</u> bid or bid shall be rejected. Please list all pricing below:</p> <p>Cataloging and processing (print) Catalog Card Kit Attached Cataloging and processing (electronic) Bar Code/spine Label Card kit (unattached)..... Bar codes Marc Record</p>	<p>Cost</p> <p>\$ 1.03 \$ Free \$.68 \$ Free \$ Free</p>
	<p>Please list each individual Item</p> <ul style="list-style-type: none"> • Catalog Card Set • Shelf List Card • Borrower's Card • Date Due Slip (Attached) • Pocket Attached • Theft Detection • Hand Stamping (Initial orders - \$25.00 for stamp) • Circulation Kit (Attached) • Book Presortment • Reading Program Label (Attached) • Reading Program Label (Unattached) 	<p>_____</p> <p>\$.42 \$.09 \$.09 \$.35 \$.45 \$.50 \$.17 per book \$.67 \$.15 \$.15 \$.05</p>
	<p>NOTE: Any additional miscellaneous charges not listed on this bid will be excluded from the contract award. Only those charges provided in the bid submission will be allowed on the contract award. Please list any additional pricing and/or fees below:</p> <ul style="list-style-type: none"> • See Attached Library Specifications page included listing processing options and costs. 	
	<p>Company Contact Person Phone Number Fax Email Web address:</p>	<p>Betty Hillig 800-637-6581 x110 800-861-8143 books@perma-bound.com www.perma-bound.com</p>

Library Specifications

Use specs on file
 Change my specs
 Create new profile
 Perma-Bound Books/
 Hertzberg-New Method, Inc.
 (First orders only) Processing Options
 and Costs

Date _____ PO# _____	
Bill To No. _____	School/Library _____
Ship To No. _____	Attention _____
District _____	Address _____
Attention _____	City _____ State _____ ZIP _____
Address _____	Phone () _____ Fax () _____
City _____ State _____ ZIP _____	Home Phone optional () _____
Phone () _____ Fax () _____	Home Email optional _____
Contact information during holiday breaks:	Phone () _____ Fax () _____
	Email _____

1A Packages

A. Catalog Card Kit

Includes card set (shelf list, subject, main entry, title), borrower's card, pocket with date due grid, and spine label

- Unattached68¢
- Attached1.03¢
- Per Book Per Title

B. Circulation Kit

Includes shelf list card, borrower's card, pocket with date due grid, and spine label

- Unattached35¢
- Attached67¢
- Per Book Per Title

C. Automated Processing

Includes bar code label and spine label

- Unattached10¢
- Attached40¢

With Reading Program Label

- Unattached15¢
- Attached53¢

Choose one:

- Accelerated Reader
- Reading Counts

1B Individual Items

Each book receives a 20¢ processing fee. Fee is waived when individual items are purchased in addition to any package. Prices below are per each book and/or item. Unattached is the standard option. Please check all items that apply to your profile.

MARC Records FREE

CARDS

- Catalog Card Set42¢
- Shelf List Card _____ (quantity)09¢
- Borrower's Card09¢
- (unattached) (attached)
- Date Due Slip05¢ .15¢
- Pocket15¢ .25¢

LABELS

- Bar Code Label #105¢ .15¢
- Bar Code Label #205¢ .15¢
- Bar Code Accession Strip05¢ .15¢
- ISBN Barcode Label05¢ .15¢
- School/Title Page Label05¢ .15¢
- School Library Label05¢ .15¢
- Spine Label05¢ .15¢
- Vertical Spine Label05¢ .15¢
- AR Program Indicator (Blue)05¢ .15¢
- Reading Program Label05¢ .15¢
- Reading Program Information Label05¢ .15¢
- Guided Reading Label05¢ .15¢
- Lexile Label05¢ .15¢
- Classroom Label05¢ .15¢
- Colored Dots (Crate Orders)05¢ .15¢
- Customer Specific05¢ .15¢

OTHER

- Hand Stamping17¢
- Initial orders - \$25.00 charge for stamp.
- Theft Detection50¢
- RFID Tag 1.24¢
- Book Presortment15¢
- Mylar on Publisher Cover FREE

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

EXHIBIT B

SCHOLASTIC LIBRARY PUBLISHING, INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
1.	TRADE BOOKS (Selected Scholastic Titles) 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>40.0</u> %
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<u>N/a</u> %
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<u>N/a</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>N/a</u> %
5.	LIBRARY BOUND (Children's Press®, Franklin Watts®, Selected Scholastic titles) 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>32.0</u> %
6.	UNIVERSITY PRESS These cover all scholarly and academic books published by presses affiliated with an academic institution.	<u>N/a</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>N/a</u> %
	Time between receipt of orders and shipments	
	In-Stock, non-processed	<u>10-14</u> Days ARO
	Processed	<u>21-30</u> Days ARO
	Quantity of normal book stock inventory	<u>3,900</u> Titles/Units

**STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE**

<p align="center">CONTRACT AWARD #: 10PSX0077</p>
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EXHIBIT B

SCHOLASTIC LIBRARY PUBLISHING, INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Cataloging/Processing Services:</p> <p>Bidder must include cataloging and processing service pricing <u>with</u> bid or bid shall be rejected. Please list all pricing below:</p> <p>Cataloging and processing (print) Cataloging and processing (electronic) Card kit..... Bar codes Etc</p> <p>Please list each individual item</p> <p>* See "Discounts" attachment</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.</p> <p>Scholastic Library Publishing, Inc. does not provide order interfacing with any integrated library systems. Our website at www.scholastic.com/listbuilder provides electronic ordering and searches.</p> <p align="right">Company Contact Person Phone Number Fax Email Web address:</p>	<p align="center">Cost</p> <p>\$ Free* \$ Free* \$ Free* \$ Free*</p> <p>Customer Service 800-621-1115, option 1 866-783-4361 slpservice@scholastic.com www.scholastic.com/listbuilder</p>

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

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

THE BOOK HOUSE INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE				
1.	TRADE BOOKS (Cloth Editions) 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.	<p align="center"><u>28.98</u> %</p>				
2.	TEXT AND TECHNICAL BOOKS Professional levels) and hand books or practical works of a technical scientific or business nature.	<p align="center"><u>10.96</u> %</p>				
3.	MEDICAL BOOKS All books in the medical field including veterinary, medicine, surgery, dentistry, nursing and allied fields.	<p align="center"><u>+3.0</u> %</p>				
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.	<p align="center"><u>+3.0</u> %</p>				
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.	<p align="center"><u>+3.0</u> %</p>				
6.	UNIVERSITY PRESS (Trade Cloth) These cover all scholarly and academic books published by presses affiliated with an academic institution.	<p align="center"><u>15.20</u> %</p>				
7.	"NET" BOOKS Includes pamphlets, brochures, bulletins - imported books or any publications sold at <u>no discount</u> by publishers to distributors or jobbers.	<p align="center"><u>0.0*</u> %</p>				
	Time between receipt of orders and shipments In-Stock, non-processed Processed	<table border="0"> <tr> <td align="center"><u>5</u></td> <td>Days ARO</td> </tr> <tr> <td align="center"><u>27</u></td> <td>Days ARO</td> </tr> </table>	<u>5</u>	Days ARO	<u>27</u>	Days ARO
<u>5</u>	Days ARO					
<u>27</u>	Days ARO					
	Quantity of normal book stock inventory	<p align="center">6,000 Titles/Units</p>				
*	Service Charges: When our cost of acquiring an item exceeds the publisher's list price, a service charge of \$7.00 or 20% (whichever is greater) up to a maximum of \$15.00 is added to our cost.					

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

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD SCHEDULE

EXHIBIT B

THE BOOK HOUSE INC.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	% DISCOUNT OFF PUBLISHER'S LIST PRICE
	<p>Cataloging/Processing Services:</p> <p>Please list each individual Item</p> <ul style="list-style-type: none"> • 3m tattle tape • Property stamp (provided by the library) • Date due slip • Book Pocket • Bar Code (provided by the library) • Label Protector • Mylar Dust Jacket • Kapco Cover – large • Kapco Cover – small • Bindery (Vine bind and Textmount) • Spine label sets via Marcive with MARC record • Spine label sets via World Cat / OCLC <p>Additional Charges:</p> <ul style="list-style-type: none"> • Cataloging Options Price List (see attached) • Shelf-Ready Processing Options (see attached) • Rush Orders – The Book House does not offer discounts on Rush delivery requests. We assess a 3% charge to the list price. If we receive little or no discount from a publisher our service charge of \$7.00 or 20% (whichever is greater) up to a maximum of \$15.00 is added to our cost Special delivery service (2nd Day Air, Next Day Air and Drop Ships) is available for an additional service charge of \$10.00 and the actual freight costs. <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> <ul style="list-style-type: none"> • See attached <p>Ordering information:</p>	<p align="center">Cost</p> <ul style="list-style-type: none"> \$ 0.36 \$ 0.15 per stamp \$ 0.15 \$ 0.15 \$ 0.15 \$ 0.15 \$ 0.77 \$ 2.58 \$ 2.06 \$ 6.13 \$ 1.54 \$ 0.77
	<p align="right">Company Contact Person</p> <p align="right">Phone Number</p> <p align="right">Fax</p> <p align="right">Email</p> <p align="right">Web address:</p>	<p>Krista Miller</p> <p>800-248-1146</p> <p>800-858-9716</p> <p>kristam@thebookhouse.com</p> <p>www.thebookhouse.com</p>

the

BOOK HOUSE

208 W. CHIGAGO STREET
JONESVILLE, MI 49250

PHONE 800-248-1146

517-849-2117

FAX 800-858-9716

517-849-4060

ACCOUNT CODE: _ _ _ _

SINCE 1962

JOBBER SERVING LIBRARIES WITH ANY BOOK IN PRINT

Name of Authorized Contact Person: _____

Cataloging Options
Price List

The accompanying profile must be completed and returned to implement these options.
The following prices and products are available for those records in **MARCIVE's database.**

MARC Bibliographic Records

- | | |
|--|---------------------|
| <input type="checkbox"/> MARC catalog records provided on diskette | \$3.61 per diskette |
| <input type="checkbox"/> FTP file (sent from Marcive) | no charge |
| <input type="checkbox"/> MARC records | \$0.77 per record |
| <input type="checkbox"/> Label sets (for spine, pocket, book card) | \$0.77 per set |

Custom Cataloging

*Please contact us for information about **OCLC's WorldCat.***

- At this time we do not charge to transmit information to OCLC WorldCat
- OCLC WorldCat will bill the customers directly based on their customer profile.
- The Book House charges \$0.77for spine label sets created from WorldCat data and attached to the books

the

BOOK HOUSE

208 W. CHIGAGO STREET
JONESVILLE, MI 49250

PHONE 800-248-1146
517-849-2117
FAX 800-858-9716
517-849-4060

ACCOUNT CODE: _____

SINCE 1962
JOBBER SERVING LIBRARIES WITH ANY BOOK IN PRINT

Name of Authorized Contact Person:

Shelf-Ready Processing Options

BOOK PROCESSING

- | | | |
|--------------------------|--|------------------|
| <input type="checkbox"/> | 3M Tattle Tape | \$0.36 |
| <input type="checkbox"/> | Property Stamp (provided by the library) | \$0.15 per stamp |
| <input type="checkbox"/> | Date Due Slip | \$0.15 |
| <input type="checkbox"/> | Shelf List Card (Blank) | \$0.15 |
| <input type="checkbox"/> | Book Pocket | \$0.15 |
| <input type="checkbox"/> | Bar Code (provided by the library) | \$0.15 |
| <input type="checkbox"/> | Label Protector | \$0.15 |
| <input type="checkbox"/> | Dust Jackets | \$0.77 |
| <input type="checkbox"/> | Kapco Covers: Small | \$2.06 |
| <input type="checkbox"/> | Kapco Covers: Large | \$2.58 |
| <input type="checkbox"/> | Bindery (Vinabind or Textmount) | \$6.13 |

VIDEO PROCESSING

Includes hard black case with cardboard graphics insert, plus 3M tattle tape

- | | | |
|--------------------------|-------------|--------|
| <input type="checkbox"/> | Single Case | \$1.55 |
| <input type="checkbox"/> | Double Case | \$2.83 |

CD PROCESSING

- | | | |
|--------------------------|------------------|--------|
| <input type="checkbox"/> | Security Overlay | \$1.55 |
|--------------------------|------------------|--------|

EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision

Contract # 10PSX0077

Bid Contract – Exhibit C – SEEC Form 11 - NEW 1/09

exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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