Q&A for RFB# OCA/CP-154:
PC & Peripheral Maintenance
Q&A Deadline: May 18, 2010 - 4 p.m.
Pre-Bid Conference: May 21, 2010 - 11 a.m.
Bid Opening: June 8, 2010 - 2 p.m.

Q. 1. Is there a previous contract for this equipment?
A. 1. Yes

Q. 2. Who is the vendor currently servicing the equipment?
Q. 3. Who currently maintains the hardware equipment today by Region?
A. 2. & 3. Previous contracted vendors:
NPA Computers, Inc. - Regions I, II, and IV
VITEC Solutions, Inc. - Region III

Q. 4. What was the cost of the last year's contract and is this the same equipment as last year's contract?

A. 4. Last year's contract cost is not available as different courts in different regions pay for these services out of their own budget. In addition, the scope of the new contract will be different from the last and the equipment list has been updated from last year's. Last year's contract would not reflect the scope nor the equipment of the new contract.

Q. 5. Is the contract available for viewing?
Q. 6 plan on attending the pre-bid meeting. It is possible on that date that I can get a copy of current contract that is in place?

A. 5. & 6. Yes. The most recent contracts are part of the public record and are attached here for your viewing.

Q. 7. Is there a service history available such as amount of calls per week?

A. 7. No. Since these are multi-use contracts, the different locations keep track of their own equipment. There is no centralized listing of calls on a weekly basis.

Q. 8. Is all the equipment up and running?

A. 8. Unknown.

Q. 9. Do you have a detailed equipment list for all the regions looking to have their equipment covered?

A. 9. No. Estimated quantities of equipment/components given on the Equipment Profile/Bid Forms by Region were the result of a survey of the courts. A detailed list will be provided to the awarded contractor(s).

Q. 10.Can you please provide the current equipment inventory by manufacturer, model, and quantity?

A. 10. The inventory numbers for all of the regions on the Equipment Profile Bid Form are based on a recent survey of the courts and court-related offices. The awarded contractors will receive an accurate inventory from the participating courts.

Q. 11. What are the total event calls over the last year by Region?

A. 11. Unknown. Since these are multi-use contracts, the different locations keep track of their own equipment and service calls.

Q. 12. How much is the state currently paying for this maintenance by Region?

A. 12. Unknown. Since these are multi-use contracts, the different locations keep track of their own invoices and payments.

Q. 13. Will there be onsite space provided to the vendor for storage of equipment? For vendor employee workspace?

A. 13. Each individual location will be different depending on space available.

Q. 14. How does the state maintain the equipment inventory? In other words, was a physical inventory completed recently? Was the inventory information collected through network software identification?

A. 14. Since these are multi-use contracts, the different locations keep track of their own equipment and maintain their own inventories.

Q. 15. In each region, how many full-time resources are supporting the state court system with the current hardware maintenance support in place?

A. 15. Unknown

Q. 16. Which department in OCA handles the re-imaging of a hard-drive when the vendor needs to replace the old hard-drive with a new one?

A. 16. The Court or District Local LAN Administrator or PC Analyst for that locality.

Q. 17. How will the vendor receive a requested call?

A. 17. See RFB # OCA/CP-154 under "Detailed Specifications", page 17, letter D: Awarded contractor(s) shall provide a toll-free telephone number for use by the respective locations for the purpose of initiating service requests.

Q. 18. Can you please provide the hardware maintenance equipment calls placed to the vendor over the past year by county?

A. 18. No. Since these are multi-use contracts, the different locations keep track of their own equipment. There is no centralized listing of calls by year or by county.

Q. 19. Is any of the equipment still covered under the manufacturer's warranty? If so, please identify what type of in-warranty coverage the State has on the equipment?

A. 19. If the equipment is still covered under the manufacturer's warranty, it was not included in the estimated inventory numbers on the Equipment Profile & Bid Forms.

Q. 20. Does OCA use an internal service call tracking system and, if so, what is the name of the package?

Q. 21. Will OCA allow the Contractor to track and update the hardware maintenance calls in OCA's tracking management system?

A. for 20 & 21: No. There is no internal tracking system

Q. 22. On the New York State Unified Court System's website http://www.nycourts.gov/admin/bids/bidresults.shtml a previous RFB/RFP OCA/CPA-316 for PC & Peripheral Maintenance shows in the Contract Award column as "pending". Can you explain why that contract was not awarded?

A. 22. As a result of RFB# OCA/CPA-316 in 2005, two (2) contracts were awarded.

Q. 23. Can you please identify which firms are currently delivering services in each regions if indeed there is no contract?

A. 23. There were two (2) previously awarded contracts: Regions I, II, IV - NPA Computers, Inc. and Region III - VITEC Solutions, Inc.

Q. 24. Since UCS courts and court related offices are not required to participate in the previous contract, how many of the four designated regions are currently participating in whatever contract vehicle(s) are available to them? Can you please identify which firms are currently delivering services to each of the regions outside of the contract?

A. 24. Unknown. Purchases made by court and court-related office off-contract are open-market purchases made at the discretion of the individual locations.

Q. 25. Will hard disk "images" be provided should hard disks need to be replaced?

A. 25. Once the hard drive has been replaced by the vendor, the Court/District Local LAN Administrator or PC Analyst for that locality would be responsible for reloading the images.

Q. 26. How many standard images are there in use today?

A. 26. There is not a standard statewide image that is used across the state. Each Court or District can have their own image, some using a hardware independent image, while others create an image specifically for each hardware model.

Q. 27. What is the requirement(s) around removing hard disk drives from UCS premises?

Q. 28. Is the assumption that vendors will remove and retain defective hard disks?

A. 27 & 28. The removal of the hard drives from the court premises would be up to the individual courts and court-related offices and their respective district offices. The hard drive must be wiped by either the awarded contractor's service technician or an employee of UCS before removal.

Q. 29. Can the UCS provide bidders with data pertaining to the number of service calls completed during the past 12 months across all regions?

A. 29. No. Since these are multi-use contracts, the different locations keep track of their own equipment. There is no centralized listing of calls by year or by county.

Q. 30. -P14 and P20 - references to information on software on P14 and P20 (H) "bidder to become familiar with software in use" - to clarify, the services in the RFB are for hardware only and specifically exclude software break-fix (i.e. deskside support")?

A. 30. The services for the RFB are for hardware only. The software information provided is as stated (page 12 Operating Environment), "For informational purposes only". However, awarded contractors and their technicians should be familiar with our operating systems for relevant component replacement.

Q. 31. - P20 (F) - How do the response and repair times specifically work? Is the 24-hour response/repair time "clock" hours, or business hours? And is 9 AM onsite time subsequent to the response/repair time? For example, If a trouble ticket is received at 3PM on Tuesday, is the response/repair target time for 3PM on Wednesday (clock time), with a subsequent visit by 9AM on Thursday if the part was not available?

A. 31. The 24-hour response time to a requested call is "clock" hours. If a service call is placed at 3:00 p.m. on Tuesday, the response time shall be no later than 3:00 p.m. on Wednesday, resulting in complete repair or return to service of the respective component at that time. If parts for repairs are not immediately available, the contractor must return to the call location by 9 AM on Thursday to effect repair(s) or provide a fully operational and comparable replacement component. (Please see page 18, paragraph F of the RFB)

Q. 32. Should Organizational Charts be detailed with employee names and positions, or generic with position only?

A. 32. Organizational Charts should be detailed with employee names and positions.

UCS

CM00836

AGREEMENT

NEW YORK STATE UNIFIED COURT SYSTEM

AND

NPA COMPUTERS, INC.

C & PA FILE COPY

This Agreement, between the **NEW YORK STATE UNIFIED COURT SYSTEM**, 25 Beaver Street, New York, New York 10004 (hereinafter "UCS"), and **NPA COMPUTERS, INC.**, 751 Coates Avenue, Holbrook, New York 11741 (hereinafter "Contractor"), is for the purpose of providing on-site microcomputer, printer and peripheral equipment maintenance services, including parts and labor, for UCS locations in parts of New York State.

In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

This Agreement shall be effective from May 1, 2006, when signed by the parties and approved by all necessary government agencies, and shall terminate on April 30, 2008, unless terminated earlier or extended pursuant to its terms.

II. RENEWAL; EXTENSION; TERMINATION

A. This Agreement may be renewed for one additional term of one (1) year, upon the same terms and conditions, including pricing, upon written notice by UCS to Contractor. Any such renewal shall be in the form of an amendment to this Agreement, which shall be subject to approval by the Office of the New York State Comptroller ("OSC").

B. UCS may extend the term of this Agreement for a period not to exceed 180 days at the conclusion of either the initial or renewal term, on the same terms and conditions, including pricing, upon written notification to Contractor. Any such extension shall be in the form of an amendment to this Agreement, which shall be subject to approval by OSC.

C. Contractor may terminate this Agreement with cause upon sixty (60) days written notice to UCS. UCS may terminate this Agreement with or without cause upon (30) days written notice to Contractor. In the event of termination pursuant to this Paragraph, UCS shall be liable only for those services actually performed by Contractor up to and including the effective date of termination and shall be entitled to a pro-rata refund from Contractor of any moneys paid to Contractor by UCS for the period from the effective date of termination to the end of the term of this Agreement.

III. ADMINISTRATION

This Agreement shall be administered by the District Administrative Offices within the Regions covered by the Agreement, which are defined in Section IV(B) below, with respect to required service calls, initial inventory, addition or deletions to the inventory or the locations, billings, payments and problem resolution. Contractor shall interface directly with designated personnel in each Region. The Office of Court Administration, Contract Procurement Administration ("OCA-CPA") shall assist as necessary for the proper performance and administration of this Agreement.

IV. SCOPE OF SERVICES

A. Contractor shall provide full service, on-site maintenance for all categories and types of system components listed in Appendix B, which is attached hereto and made a part hereof, located

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in the courts, court-related agencies and administrative offices in UCS Regions I, II and IV, as defined in Paragraph B below. Maintenance services also shall encompass on-call remedial maintenance. Contractor shall obtain a copy of the inventory and specific site data, as well as the name and telephone number of a contact person, from each court, court-related agency and administrative office participating in this Agreement in Regions I, II and IV. The configuration of the system components may vary from time to time but Contractor shall not be responsible for any category of system component that is not described in Appendix B or is not subsequently added to the coverage of the Agreement upon notice to Contractor, pursuant to Section IV(P) below.

B. Subject to Paragraph C below, the following Regions and their courts, court-related agencies and administrative offices, shall be permitted to utilize the services of Contractor under this Agreement:

Region I:	Office of Court Administration (NYC) New York City Courts and Agencies (Five Counties) 10th Judicial District (Nassau County) 10th Judicial District (Suffolk County) MHLS - 2nd Department (Nassau and Suffolk Counties) Court of Claims (Suffolk and Nassau Counties and New York City)
Region II:	Office of Court Administration (Capitol Region) 3rd Judicial District (Seven Counties) 9th Judicial District (Five Counties) MHLS - 2nd Department (Ninth District) Court of Claims (Albany, Schoharie and White Plains)
Region IV:	Appellate Division - 4th Department (Rochester and Buffalo) Court of Claims (Rochester, Buffalo and Seneca Falls) 8th Judicial District (Eight Counties)

It shall be the responsibility of Contractor to be familiar with physical aspects of the locations where equipment to be serviced is located.

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C. Upon written notice to Contractor, UCS reserves the right to incorporate additional courts, court-related agencies and administrative offices within Regions I, II and IV and such additional locations shall thenceforth be covered for services by Contractor pursuant to the terms and conditions of this Agreement.

D. Requests for on-site maintenance shall originate from a court, court-related agency or administrative office. Such requests shall be made by telephone, and shall include the type, serial number, UCS reference number, contact name and telephone number and the exact location of the component requiring service. Contractor shall maintain one or more toll-free telephone numbers for use by the courts, court-related agencies and administrative offices making such service requests.

E. Contractor shall provide on-site maintenance service during court business hours, from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on court holidays. Contractor shall respond to requests for service at the location of the failed component within twenty-four (24) hours after such request is made or, if the next day is not a court business day, at the beginning of the next court business day. This response must result in the complete repair and return to service of the failed component. When replacement parts necessary to repair the component are not immediately available, or if complete repair of the failed component cannot be accomplished during Contractor's first response, Contractor shall return no later than 9:00 a.m. on the next court business day and complete such repair or provide a fully operational and comparable replacement component within the same time period, at no cost to UCS. All replacement parts and components must be compatible with the software used by the court, court-related agency or administrative office and must operate identically to the replaced part or component without requiring or causing any software changes.

F. If Contractor must remove any component from its location for repair, Contractor shall

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install a comparable replacement component at no additional cost to UCS. Such replacement component must be in place and operational simultaneous with the removal of the component to be repaired. In no event shall a court, court-related agency or administrative office be without an installed and operational replacement component later than 9:00 a.m. on the next court business day. All replacement equipment shall be compatible with the software used by the court, court-related agency or administrative office, and shall operate identically to the component replaced without requiring any software changes.

G. In the event that Contractor must remove a component from its location for repair, Contractor shall not be liable for the loss or destruction of any user-created data contained therein. UCS shall be responsible for securing such data prior to removal of the component.

H. Contractor shall provide any and all replacement parts necessary to maintain court, court-related agency and administrative office components in a proper, continuous modes of operation. Such replacement parts shall be wholly compatible with the components listed in Appendix B, shall be of equal or better quality than the manufacturer's original parts, shall not be contrary to the manufacturer's specifications and shall be provided by Contractor without additional charge to UCS. All replacement parts shall be compatible with the software used by the court, court-related agency or administrative office, and shall be installed and shall operate without requiring any software changes. Contractor shall, upon request by UCS, provide UCS with such documentation as is necessary to establish compliance with the terms of this Paragraph. Parts that are commonly recognized and accepted as consumable, such as printer ribbons and diskettes, are specifically excluded from this provision. In the event of a dispute concerning the applicability of the term "consumable" to a part, the manufacturer's literature shall be controlling.

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I. In the event that the specifications in this Agreement are silent as to any detail or point concerning any component listed in Appendix B or any of the services specified in this Section, Contractor nonetheless shall be obligated to provide the best commercial practices concerning that component or those services.

J. During the initial term of this Agreement and any extension or renewal thereof, UCS shall have the right to add additional components purchased during such initial term or extension or renewal to the inventory of components subject to this Agreement. A court, court-related agency or administrative office shall provide written notification to Contractor that such additional component has been added and henceforth shall be incorporated by reference into the respective inventory and covered by this Agreement. Such notice shall describe the type, serial number and initial location of the additional component.

K. During the term of this Agreement and any extension or renewal thereof, UCS shall have the right to remove from operation any components subject to this Agreement. A court, court-related agency or administrative office shall provide written notification to Contractor that a component has been removed from operation and shall no longer be covered by this Agreement. Such notice shall describe the type, serial number and location of the component to be removed from operation.

L. A court, court-related agency or administrative office shall provide written notification to Contractor when any component covered by this Agreement is moved to a new location within the Regions covered by this Agreement. Such notice shall indicate the date the component was moved and shall describe the type, serial number and new location of such component. Such relocated components shall continue to be covered by this Agreement.

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M. Throughout the term of this Agreement and any extension or renewal thereof, Contractor shall maintain adequate resources for the provision of services pursuant to this Agreement, including but not limited to sufficient service facilities, trained personnel qualified to service the components specified in Appendix B, manuals, parts and replacement components. Contractor shall at all times be capable of providing timely services to all UCS locations covered by this Agreement.

N. Contractor shall provide such status reports as may be requested from time to time by any court, court-related agency or administrative office in each covered Region. Such reports shall indicate the UCS reference numbers for the components covered, as well as the name and telephone number of the requesting party.

O. In the event that replacement parts for any component serviced pursuant to this Agreement become unavailable, Contractor shall continue to service such component for the duration of the initial two (2) year term of this Agreement. Upon ninety (90) days written notice to UCS by Contractor prior to the end of the initial term, and upon the mutual written agreement of the affected court, court-related agency or administrative office and UCS, any component for which replacement parts are no longer available shall not be subject to the terms of this Agreement during any renewal or extension term.

P. UCS reserves the right to change or add to the types of components within the categories of components listed in Appendix B. Any such changed or added component shall have the same operating characteristics of the like components within the same category. The prices for servicing such changed or added components shall be as set forth in Section VI(D) below.

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V. QUANTITIES

All quantities stated herein are estimates only. UCS does not guarantee that any specific number of components shall be serviced pursuant to this Agreement or that any specific number of courts, court-related agencies or administrative offices shall participate in the Agreement.

VI. COMPENSATION AND PAYMENT

A. Subject to Section V above, the annual rate-per-unit charges for all the maintenance services provided pursuant to Section IV above shall be those specified in Appendix C, which is attached hereto and made a part hereof. These annual rate-per-unit charges shall remain firm throughout both the initial term of this Agreement and any renewal or extension thereof, except as provided in Paragraph B below, and shall be inclusive of all charges by Contractor.

B. UCS reserves the right to negotiate a decrease in the charges for maintenance services provided pursuant to Section IV above when and where the total quantity of covered components within a covered Region exceeds by twenty-five percent (25%) the actual inventory of record as of the date on which this Agreement was awarded to Contractor.

C. Payments shall be made by UCS three (3) months in advance, except that any pro-rated charges, credits or other adjustments shall be posted in the next billing cycle after such charges, credits or other adjustments become effective. Billing formats shall be agreed upon by the respective court, court-related agency and administrative office and Contractor and shall be in compliance with the rules of OSC.

D. Charges for maintenance of any components changed or added pursuant to Section IV(P) above shall be determined upon the mutual written agreement of the parties and shall be subject to approval by OSC.

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E. Charges for maintenance services provided pursuant to this Agreement for components added pursuant to Section IV(J) above or removed from operation pursuant to Section IV(K) above shall be based on the annual rate-per-unit charges specified in Appendix C and shall be pro-rated from the date of the written notification required by such respective provisions. Where applicable, credits calculated on a pro-rata basis shall be given to the respective court, court-related agency or administrative office.

F. In the event that UCS requests maintenance service for a component type not specifically covered by this Agreement, the charge for such service shall be as set forth in Contractor's Proposal.

VII. SUBCONTRACTING

A. The rights and obligations of Contractor under this Agreement may not be assigned, transferred or subcontracted to any other person or organization without the prior express written approval of UCS. Any such request shall be submitted in writing by Contractor to UCS to the person and at the address set forth in Section XII below. Subcontracting shall be permitted only in the geographic locations and to the subcontractors specified by Contractor in its Response to the Request for Bids issued by UCS.

B. Irrespective of the approval of any subcontractor by UCS, Contractor shall be the primary Contractor and shall be wholly responsible for the performance of any and all services provided pursuant to this Agreement by a subcontractor.

VIII. STATUS OF CONTRACTOR

It is expressly understood and agreed as follows:

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A. Contractor's status hereunder is that of independent Contractor.

B. No employee of Contractor is an employee of UCS. Contractor alone is responsible for the work, direction, compensation and personal conduct of its employees while they are employed by Contractor.

C. Nothing included in this Section or in any other provision of this Agreement shall impose any liability or duty upon UCS relating to the employment of persons, firms or corporations employed or engaged by Contractor as Contractor's experts or independent Contractors or in any other capacity whatsoever, or engaged as employees, servants or agents of Contractor, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including unemployment insurance and workers' compensation, of Contractor or its subcontractors, experts, employees, servants, agents or independent contractors.

IX. INDEMNIFICATION; LIABILITY

A. Contractor shall indemnify UCS against, and hold UCS harmless from, any and all claims, actions, proceedings, expenses, liabilities or damages to persons or property, including reasonable counsel fees, arising from the acts or omissions of Contractor, its agents or employees, in connection with the performance or breach of this Agreement.

B. Neither party shall be liable for lost profits nor for indirect or consequential damages.

C. Contractor shall hold harmless the State of New York, UCS and the Office of Court Administration with respect to any injuries sustained by Contractor's employees, agents, or subcontractors or other persons under the direction and control of Contractor in the performance of its obligations under this Agreement during the initial term of this Agreement and any extension or renewal thereof.

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D. Contractor assumes all responsibility for any damages to the facilities, furnishings or equipment of the UCS courts, court-related agencies and administrative offices caused by the negligent or abusive acts of Contractor's employees or subcontractors. Should such damage occur, Contractor shall, at Contractor's expense, repair any such damage or replace any such damaged facility, furnishing or equipment to the satisfaction of the court, court-related agency or administrative office in which the damage occurred.

E. Contractor also assumes all responsibility for any theft or loss of, or any damage to, any component covered by this Agreement while such component is in Contractor's possession.

X. AMENDMENT; MODIFICATION

No amendment or modification of this Agreement shall be valid unless in writing, signed by both parties and approved by all necessary government agencies.

XI. SURVIVAL

The terms, provisions and representations contained in this Agreement shall survive the completion of all services by Contractor and the payment in full of compensation to Contractor.

XII. NOTICES

Except as provided in Section IV(D) above, all notices to be given under this Agreement shall be made in writing and delivered to Contractor at its address set forth herein and to UCS at 25 Beaver Street, New York, New York 10004, Attn: Marie-Claude Ceppi (or to such address or person as either party may provide in writing from time to time), either personally or by regular mail. Any

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such notice shall be deemed to have been given when delivered, if by personal delivery or by telegram, or five (5) days subsequent to mailing.

XIII. FORCE MAJEURE

Neither party shall be responsible for delay or failures in performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, acts of God, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.

XV. ENTIRE AGREEMENT; PARTIAL INVALIDITY

This Agreement, together with the Appendices annexed hereto, constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements between the parties. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

XVI. BUSINESS TERMINATION

In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment

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of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of the rights of creditors, Contractor shall notify UCS in writing promptly of such occurrence. If any such occurrence remains extant for sixty (60) days after its commencement, then, at UCS's sole option, this Agreement may be terminated and shall be of no further force or effect. In the event of such termination, UCS shall be liable only for work actually performed by Contractor prior to such termination.

XVII. TAX LAW COMPLIANCE

A. Pursuant to Section 5-a of the New York State Tax Law, the sworn certification of Contractor required by Section 5-a ("Contractor Certification") and copies of any Certificates of Authority annexed thereto are incorporated herein by reference.

B. If this Agreement is renewed in accordance with Section II(A) above, Contractor shall submit an additional certification for each renewal term ("Renewal Certification"). Each Renewal Certification shall be submitted to UCS no later than the earlier of: (i) the date of submission of the executed renewal amendment; or (ii) the day prior to the expiration of the initial term or the prior renewal term, as applicable. Contractor's failure to timely submit a required Renewal Certification may result in the delay or rejection of the renewal amendment.

C. In addition, Contractor's failure to submit a required Renewal Certification or Contractor's submission of a false Contractor Certification or Renewal Certification shall be considered a material breach of the Agreement for which the Agreement may be terminated by UCS if UCS determines that such termination is in its best interest.

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XVIII. OTHER TERMS AND CONDITIONS

A. The obligations of UCS under this Agreement shall be limited to the extent that moneys are appropriated and lawfully available therefor.

B. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

C. This Agreement shall be governed by its terms and by the laws of the State of New York.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

E. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

F. UCS Request for Bids #OCA/CPA-316 and Contractor's Response thereto are incorporated herein by reference. In the event of any conflict between this Agreement and UCS Request for Bids #OCA/CPA-316 and Contractor's Response thereto, the provisions of this Agreement shall prevail over UCS Request for Bids #OCA/CPA-2316 and the provisions of UCS Request for Bids #OCA/CPA-316 shall prevail over Contractor's Response thereto.

G. Contractor shall at all times be compliant with all applicable federal, state and local laws, rules and regulations.

H. Throughout the term of this Agreement and any renewal or extension hereto, Contractor shall maintain adequate liability and comprehensive insurance with a minimum coverage of $1,000,000. Proof of such insurance coverage shall be provided to UCS by Contractor upon request.

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I. The financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum of six (6) years after the expiration or termination of this Agreement. UCS shall have the right to perform both pre- and post-audits of such financial records at any mutually convenient time or times.

NYS CONTRACT NUMBER

UCS CERTIFICATION
UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

FOR: NPA COMPUTERS, INC.

Name

President
Title

Dated: May 4, 2006

FOR: UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK

Ronald P. Younkins
Chief of Operations

Dated: 5/16/06

Approved:

Alan G. Hevesi
Comptroller

Dated:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
JUN 16 2006
PETER FAVRETTO
ASSOCIATE ATTORNEY

APPROVED
DEPT. OF AUDIT & CONTROL
AUG 25 2006
FOR THE STATE COMPTROLLER

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ACKNOWLEDGMENT

STATE OF) New York
) SS.:
COUNTY OF) Suffolk

On the 4 day of May 2006, personally came Peter Aroniadis, to me known, who, being by me duly sworn, did depose and say that he/she resides in Oakdale, NY, that he/she is the President of NPA Computers, Inc., the corporation described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said corporation.

Mary McCarthy
NOTARY PUBLIC

MARY MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MC6102078
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES NOV. 24, 2007

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July 2003

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

A. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

B. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

C. COMPTROLLER'S APPROVAL. In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds $15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

D. WORKER'S COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

E. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof. Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

F. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

G. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids. Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non- collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds $5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP.

Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).

9. SET OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years (hereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency, or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or(iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

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APPENDIX B

CATEGORY A:
Microcomputer - desktop computer, includes all cpu workstations.
Ibm or Ibm compatible microcomputer with local bus and pci, hard disk, memory, cmos battery, floppy drives, internal or external cd rom, cd-r, cd-rw, dvd, dvd-r and/or dvd-rw, parallel ports, serial ports, usb ports, mouse port, mouse, modem, power supply, keyboard, network interface and sound card.

Types:

1. Pentium II - all speeds
2. Pentium III - all speeds
3. Pentium IV and/or then current - all speeds

CATEGORY B:
Portable microcomputer - laptop or notebook with associated attachments including port replicator, standard internal/external modem, hard disk, internal or external cd, cdr, cd/rw, dvd, dvd-r and/or dvd-rw, floppy drives, modem, pcmcia card(s), color/active display and network interface, but excluding principal power supply battery.

Types:

1. Pentium I - all speeds
2. Pentium II - all speeds
3. Pentium III - all speeds
4. Pentium IV or then current

CATEGORY C:
Microcomputer - file server, all internal components including hard drives, floppy drives, cd rom drive, processors, raid controllers, power supplies and network interface card, but excluding tape drives which must be covered separately (see Category G).

Types:

1. Value of $00.00 - $5,000
2. Value of $5,001 - $10,000
3. Value of $10,001 - $15,000

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CATEGORY D:
Microcomputer monitors - all types.

Types:

Standard (tube type)
1. 17" or less
2. 18" - 19"
3. 20" or greater

Flat screen (lcd)
1. 15" or less
2. 16" - 17"
3. 18" - 19"

CATEGORY E:
Microcomputer printers with sheet feeder(s), tractor feeder and associated attachments.

Types:

Dot matrix
1. 9 - 24 pin, original value less than $1,000
2. Standard high speed, original value less than $5,000

Ink jet
3. Original value $0 - $500
4. Original value $501 - $1,000
5. Original value $1001 - $3,000

Laser (all laser printers include base unit)
Black:
6. Original $0 - $1,000
7. Original value $1,001 - $2,000
8. Original value $2,001 - $4,000
9. Original value $4,001 - $7,000
10. Original value $7,001 - $10,000

Color:
11. Original value $0 - $2,000
12. Original value $2,001 - $4,000
13. Original value $4,001 - $6,000
14. Original value $6,001 - $8,000
15. Original value $8,001 - $10,000

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Multifunction (fax/copy/printer):

16. Original value $0 - $500
17. Original value $501 - $1,000
18. Original value $1001 - $3,500

CATEGORY F:
Removable media storage devices, including internal/external model and interface.

1. Zip drive - 100mb - 250 mb
2. Jaz drive - 1 to 2 gb

CATEGORY G:
Mass storage tape. Backup devices and controllers, both internal and external.

Type: DAT

1. Low end, original value $0 - $1,000
2. High end, original value $1,001 or greater

Type: DLT

3. Original value $0 - $2,500
4. Original value $2,501 - $5,000
5. Original value $5,001 - $7,500
6. Original value $7,501 - $10,000
7. Original value $10,001 - $20,000

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CATEGORY H:
Scanners. Flatbed scanners and scanners with document feeders.

Types:

1. Monochromatic - original value $0 - $1,000
2. Color - original value $0 - $1,000
3. Digital sender (sheet feeder) - original value $0 - $2,600
4. Digital sender (sheet feeder) - original value $2,601 - $8,000

CATEGORY I:
Uninterruptible power supplies - UPS with up to 3,000 watt capacity and associated interface, excluding battery.

Types:

1. 700 watts or less
2. 701 watts - 1,500 watts
3. 1,500 watts - 3,000 watts

CATEGORY J:
Cash drawers and interface cable, receipt printer and validator.

1. Cash drawer
2. Receipt printer
3. Validator

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APPENDIX C

RFB# OCA/CPA-016

REGION I

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

COURTS & ADMINISTRATIVE OFFICES WITHIN THE REGION:

OFFICE OF COURT ADMINISTRATION - NYC
NYC COURTS & OFFICES (5 COUNTIES)
10TH DISTRICT - NASSAU COUNTY
10TH DISTRICT - SUFFOLK
COURT OF CLAIMS (NYC, NASSAU, SUFFOLK)
MHLS - 2ND DEPT (NASSAU, SUFFOLK)

IMPORTANT: **BIDDER MUST SERVICE ALL CATEGORIES AND TYPES OF COMPONENTS LISTED. ANY ITEM FOR WHICH BIDDER DOES NOT INDICATE A PRICE OR "N/C" WILL BE CONSIDERED AS "NO CHARGE" ("N/C") ITEMS.**

CATEGORY A: MICROCOMPUTER

TYPES:

1. PENTIUM® II	13	X	$ 15.00	= $	195.00
2. PENTIUM® III	334	X	$ 15.00	= $	5,010.00
3. PENTIUM® IV AND/OR CURRENT	2562	X	$ 15.00	= $	38,430.00

CATEGORY B: PORTABLE MICROCOMPUTER.

TYPES:

1. PENTIUM® I	0	X	$ 12.00	= $	0.00
2. PENTIUM® II	1	X	$ 27.00	= $	27.00
3. PENTIUM® III	158	X	$ 27.00	= $	4,266.00
4. PENTIUM® IV (AND THEN CURRENT)	2051	X	$ 27.00	= $	55,377.00

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RFB# OCA/CPA-01S

REGION I

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

CATEGORY C: MICROCOMPUTER - FILE SERVER

TYPES:

1. $00.00 - $5,000	17	X	$ 180.00	= $ 3,060.00
2. $5,001 - $10,000	17	X	$ 240.00	= $ 4,080.00
3. $10,001-$15,000	4	X	$ 300.00	= $ 1,200.00

CATEGORY D: MICROCOMPUTER MONITORS

TYPES - STANDARD TUBE TYPE:

1. 17" OR LESS	2309	X	$ 3.00	= $ 6,927.00
2. 18" - 19"	800	X	$ 6.00	= $ 4,800.00
3. 20" OR GREATER	36	X	$ 6.00	= $ 216.00

TYPES - FLAT SCREEN (LCD):

1. UP TO 15"	89	X	$ 21.00	= $ 1,869.00
2. 16" - 17"	165	X	$ 24.00	= $ 3,960.00
3. 18" - 19"	1	X	$ 24.00	= $ 24.00

CATEGORY E: MICROCOMPUTER PRINTERS

TYPE - DOT MATRIX:

1. 9 TO 24 PIN - LESS THAN $1,000	106	X	$ 36.00	= $ 3,816.00
2. STANDARD HIGH SPEED LESS THAN $5,000	14	X	$ 144.00	= $ 2,016.00

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REGION I

CATEGORY E CONTINUED:

TYPE - INK JET:

3. $0.00 - $500.00	32	X	$	24.00	= $	768.00
4. $501 - $1,000	7	X	$	36.00	= $	252.00
5. $1,001 - $3,000	5	X	$	48.00	= $	240.00

TYPE - BLACK LASER:

6. $0.00 - $1,000	1418	X	$	12.00	= $	17,016.00
7. $1,001 - $2,000	1153	X	$	24.00	= $	27,672.00
8. $2,001 - $4,000	737	X	$	36.00	= $	26,532.00
9. $4,001 - $7,000	7	X	$	120.00	= $	840.00
10.$7,001-$10,000	3	X	$	240.00	= $	720.00

TYPE - COLOR LASER:

11. $0.00 - $2,000	20	X	$	60.00	= $	1,200.00
12. $2,001 - $4,000	20	X	$	96.00	= $	1,920.00
13. $4,001 - $6,000	3	X	$	120.00	= $	360.00
14. $8,001-$10,000	1	X	$	360.00	= $	360.00

TYPE - MULTI FUNCTION (FAX/COPY/PRINTER):

15. $0.00 - $ 500	69	X	$	24.00	= $	1,656.00
16. $501 - $1,000	19	X	$	60.00	= $	1,140.00
17. $1,001 - $3,500	0	X	$	84.00	= $	0.00

CATEGORY F: REMOVABLE MEDIA & STORAGE DEVICES

1. ZIP DRIVE	0	X	$	6.00	= $	0.00
2. JAZ DRIVE	2	X	$	6.00	= $	12.00

CATEGORY G: MASS STORAGE TAPE

TYPE - DAT:

1. $0.00 -$1,000	3	X	$	36.00	= $	108.00
2. $1,001 OR GREATER	8	X	$	108.00	= $	864.00

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REGION I

TYPE- DLT:

3. $0.00 - $2,500	8	X	$ 72.00	= $	576.00
4. $2,501 - $5,000	8	X	$ 96.00	= $	768.00

TYPE: VXA:

5. $0.00 - $2,500	10	X	$ 72.00	= $	720.00

TYPE: LTO:

6. $0.00 - $2,500	5	X	$ 84.00	= $	420.00

CATEGORY H: SCANNERS

TYPE - MONOCHROMATIC:

1. $0.00 - $1,000	20	X	$ 12.00	= $	240.00

TYPE - COLOR

2. $0.00 - $1,000	23	X	$ 18.00	= $	414.00

TYPE - DIGITAL SENDER (SHEET FEEDER)

3. $0.00 - $2,600	308	X	$ 132.00	= $	40,656.00

TYPE - SCANNER (SHEET FEEDER)

4. $2,601 - $8,000	85	X	$ 84.00	= $	7,140.00

CATEGORY I: UNINTERRUPTIBLE POWER SUPPLIES

TYPES:

1. 700 WATTS OR LESS	37	X	$ 6.00	= $	222.00
2. 701 - 1500 WATTS	46	X	$ 9.00	= $	414.00
3. 1500 - 3000 WATTS	6	X	$ 24.00	= $	144.00

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REGION I

CATEGORY 1: CASH DRAWERS, CABLE, RECEIPT PRINTER AND VALIDATOR

TYPES:

1. CASH DRAWER	36	X	$	24.00	= $	864.00
2. RECEIPT PRINTER	98	X	$	36.00	= $	3,528.00
3. VALIDATOR	58	X	$	36.00	= $	2,088.00

GRAND TOTAL (ESTIMATED ANNUAL COST): $ 275,127.00

NOTE: THE ESTIMATED QUANTITIES LISTED HEREON ARE A COMPOSITE TOTAL OF THE COMPONENTS REPORTED BY EACH PARTICIPATING COURT/OFFICE WITHIN THE REGION. ACTUAL INVENTORIES WILL BE PROVIDED TO AWARDED CONTRACTOR(S).

PERCENTAGE OF DISCOUNT FROM RETAIL FOR CHARGEABLE PARTS 15 %
ATTACH LIST OF LABOR PRICING FOR EQUIPMENT NOT UNDER MAINTENANCE.

THE FOLLOWING SECTION MUST BE COMPLETED AND ALL PAGES (1 - 5) RETURNED WITH ALL OTHER REQUIRED DOCUMENTS.

NPA Computers Inc.
NAME OF COMPANY

AUTHORIZED SIGNATURE

10/3/05
DATE

Peter Aroniadis
NAME IN PRINT

President
TITLE

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RFB# OCA/CPA-316

REGION II

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

COURTS & ADMINISTRATIVE OFFICES WITHIN THE REGION:

OFFICE OF COURT ADMINISTRATION - CAPITAL REGION
3RD JUDICIAL DISTRICT (SEVEN COUNTIES)
9TH JUDICIAL DISTRICT (5 COUNTIES)
MHLS - 2ND (NINTH DISTRICT)
COURT OF CLAIMS (ALBANY, SCHOHARIE, WHITE PLAINS)

IMPORTANT: **BIDDER MUST SERVICE ALL CATEGORIES AND TYPES OF COMPONENTS LISTED. ANY ITEM FOR WHICH BIDDER DOES NOT INDICATE A PRICE OR "N/C" WILL BE CONSIDERED AS "NO CHARGE" ("N/C") ITEMS.**

CATEGORY A: MICROCOMPUTER

TYPES:

1. PENTIUM® II	0	X	$ 15.00	= $	0.00
2. PENTIUM® III	191	X	$ 15.00	= $	2,865.00
3. PENTIUM® IV AND/OR CURRENT	185	X	$ 15.00	= $	2,775.00

CATEGORY B: PORTABLE MICROCOMPUTER.

TYPES:

1. PENTIUM® I	0	X	$ 12.00	= $	0.00
2. PENTIUM® II	3	X	$ 27.00	= $	81.00
3. PENTIUM® III	54	X	$ 27.00	= $	1,458.00
4. PENTIUM® IV (AND THEN CURRENT)	17	X	$ 27.00	= $	459.00

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REGION II

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

CATEGORY C: MICROCOMPUTER - FILE SERVER

TYPES:

1. $00.00 - $5,000	0	X	$ 180.00	= $	0.00
2. $5,001 - $10,000	31	X	$ 240.00	= $	7,440.00
3. $10,001-$15,000	0	X	$ 300.00	= $	0.00

CATEGORY D: MICROCOMPUTER MONITORS

TYPES - STANDARD TUBE TYPE:

1. 17" OR LESS	1023	X	$ 3.00	= $	3,069.00
2. 18" - 19"	0	X	$ 6.00	= $	0.00
3. 20" OR GREATER	1	X	$ 6.00	= $	6.00

TYPES - FLAT SCREEN (LCD):

1. UP TO 15"	32	X	$ 21.00	= $	672.00
2. 16" - 17"	16	X	$ 24.00	= $	384.00
3. 18" - 19"	0	X	$ 24.00	= $	0.00

CATEGORY E: MICROCOMPUTER PRINTERS

TYPE - DOT MATRIX:

1. 9 TO 24 PIN - LESS THAN $1,000	19	X	$ 36.00	= $	684.00
2. STANDARD HIGH SPEED LESS THAN $5,000	2	X	$ 144.00	= $	288.00

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REGION II

CATEGORY E CONTINUED:

TYPE - INK JET:

3. $0.00 - $500.00	13	X	$ 24.00	= $	312.00
4. $501 - $1,000	3	X	$ 36.00	= $	108.00
5. $1,001 - $3,000	1	X	$ 48.00	= $	48.00

TYPE - BLACK LASER:

6. $0.00 - $1,000	677	X	$ 12.00	= $	8,124.00
7. $1,001 - $2,000	323	X	$ 24.00	= $	7,752.00
8. $2,001 - $4,000	154	X	$ 36.00	= $	5,544.00
9. $4,001 - $7,000	2	X	$ 120.00	= $	240.00
10.$7,001-$10,000	1	X	$ 240.00	= $	240.00

TYPE - COLOR LASER:

11. $0.00 - $2,000	3	X	$ 60.00	= $	180.00
12. $2,001 - $4,000	5	X	$ 96.00	= $	480.00
13. $4,001 - $6,000	0	X	$ 120.00	= $	0.00
14. $8,001-$10,000	0	X	$ 360.00	= $	0.00

TYPE - MULTI FUNCTION (FAX/COPY/PRINTER):

15. $0.00 - $ 500	6	X	$ 24.00	= $	144.00
16. $501 - $1,000	5	X	$ 60.00	= $	300.00
17. $1,001 - $3,500	1	X	$ 84.00	= $	84.00

CATEGORY F: REMOVABLE MEDIA & STORAGE DEVICES

1. ZIP DRIVE	1	X	$ 6.00	= $	6.00
2. JAZ DRIVE	0	X	$ 6.00	= $	0.00

CATEGORY G: MASS STORAGE TAPE

TYPE - DAT:

1. $0.00 -$1,000	1	X	$ 36.00	= $	36.00
2. $1,001 OR GREATER	0	X	$ 108.00	= $	0.00

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RFB# OCA/CPA-316

REGION II

TYPE: DLT:

3. $0.00 - $2,500	0	X	$ 72.00	= $	0.00
4. $2,501 - $5,000	0	X	$ 96.00	= $	0.00

TYPE: VXA:

5. $0.00 - $2,500	0	X	$ 72.00	= $	0.00

TYPE: LTO:

6. $0.00 - $2,500	0	X	$ 84.00	= $	0.00

CATEGORY H: SCANNERS

TYPE - MONOCHROMATIC:

1. $0.00 - $1,000	3	X	$ 12.00	= $	36.00

TYPE - COLOR

2. $0.00 - $1,000	11	X	$ 18.00	= $	198.00

TYPE - DIGITAL SENDER (SHEET FEEDER)

3. $0.00 - $2,600	74	X	$ 132.00	= $	9,768.00

TYPE - SCANNER (SHEET FEEDER)

4. $2,601 - $8,000	30	X	$ 84.00	= $	2,520.00

CATEGORY I: UNINTERRUPTIBLE POWER SUPPLIES

TYPES:

1. 700 WATTS OR LESS	10	X	$ 6.00	= $	60.00
2. 701 - 1500 WATTS	47	X	$ 9.00	= $	423.00
3. 1500 - 3000 WATTS	2	X	$ 24.00	= $	48.00

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RFB# OCA/CPA-316

REGION II

CATEGORY J: CASH DRAWERS, CABLE, RECEIPT PRINTER AND VALIDATOR

TYPES:

1. CASH DRAWER	48	X	$ 24.00	= $	1,152.00
2. RECEIPT PRINTER	41	X	$ 36.00	= $	1,476.00
3. VALIDATOR	39	X	$ 36.00	= $	1,404.00

GRAND TOTAL (ESTIMATED ANNUAL COST): $ 60,864.00

NOTE: THE ESTIMATED QUANTITIES LISTED HEREON ARE A COMPOSITE TOTAL OF THE COMPONENTS REPORTED BY EACH PARTICIPATING COURT/OFFICE WITHIN THE REGION. ACTUAL INVENTORIES WILL BE PROVIDED TO AWARDED CONTRACTOR(S).

PERCENTAGE OF DISCOUNT FROM RETAIL FOR CHARGEABLE PARTS 15 %
ATTACH LIST OF LABOR PRICING FOR EQUIPMENT NOT UNDER MAINTENANCE.

THE FOLLOWING SECTION MUST BE COMPLETED AND ALL PAGES (1 - 5) RETURNED WITH ALL OTHER REQUIRED DOCUMENTS.

NPA Computers Inc.
NAME OF COMPANY

AUTHORIZED SIGNATURE

10/3/05
DATE

Peter Aroniadis
NAME IN PRINT

President
TITLE

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RFB# OCA/CPA-316

REGION IV

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

COURTS & ADMINISTRATIVE OFFICES WITHIN THE REGION:

APPELLATE DIVISION - 4TH DEPT. (ROCHESTER, BUFFALO)
COURT OF CLAIMS (ROCHESTER, BUFFALO, SENECA FALLS)
8TH JUDICIAL DISTRICT

IMPORTANT: **BIDDER MUST SERVICE ALL CATEGORIES AND TYPES OF COMPONENTS LISTED. ANY ITEM FOR WHICH BIDDER DOES NOT INDICATE A PRICE OR "N/C" WILL BE CONSIDERED AS "NO CHARGE" ("N/C") ITEMS.**

CATEGORY A: MICROCOMPUTER

TYPES:

1. PENTIUM® II	0	X	$ 15.00	= $ 0.00
2. PENTIUM® III	19	X	$ 24.00	= $ 456.00
3. PENTIUM® IV AND/OR CURRENT	180	X	$ 24.00	= $ 4,320.00

CATEGORY B: PORTABLE MICROCOMPUTER.

TYPES:

1. PENTIUM® I	0	X	$ 24.00	= $ 0.00
2. PENTIUM® II	0	X	$ 48.00	= $ 0.00
3. PENTIUM® III	25	X	$ 48.00	= $ 1,200.00
4. PENTIUM® IV (AND THEN CURRENT)	1	X	$ 48.00	= $ 48.00

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RFB# OCA/CPA-016

REGION IV

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

CATEGORY C: MICROCOMPUTER - FILE SERVER

TYPES:

1. $00.00 - $5.000	8	X	$ 180.00	= $	1,440.00
2. $5,001 - $10,000	2	X	$ 240.00	= $	480.00
3. $10,001-$15,000	0	X	$ 300.00	= $	0.00

CATEGORY D: MICROCOMPUTER MONITORS

TYPES - STANDARD TUBE TYPE:

1. 17" OR LESS	44	X	$ 9.00	= $	396.00
2. 18" - 19"	5	X	$ 12.00	= $	60.00
3. 20" OR GREATER	0	X	$ 12.00	= $	0.00

TYPES - FLAT SCREEN (LCD):

1. UP TO 15"	28	X	$ 33.00	= $	924.00
2. 16" - 17"	73	X	$ 39.00	= $	2,847.00
3. 18" - 19"	0	X	$ 39.00	= $	0.00

CATEGORY E: MICROCOMPUTER PRINTERS

TYPE - DOT MATRIX:

1. 9 TO 24 PIN - LESS THAN $1,000	24	X	$ 60.00	= $	1,440.00
2. STANDARD HIGH SPEED LESS THAN $5.000	5	X	$ 324.00	$	1,620.00

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REGION IV

CATEGORY E CONTINUED:

TYPE - INK JET:

3. $0.00 - $500.00	6	X	$ 36.00	= $	216.00
4. $501 - $1,000	17	X	$ 60.00	= $	1,020.00
5. $1,001 - $3,000	7	X	$ 120.00	= $	840.00

TYPE - BLACK LASER:

6. $0.00 - $1,000	767	X	$ 18.00	= $	13,806.00
7. $1,001 - $2,000	52	X	$ 30.36	= $	1,578.72
8. $2,001 - $4,000	1	X	$ 48.00	= $	48.00
9. $4,001 - $7,000	0	X	$ 132.00	= $	0.00
10.$7,001-$10,000	0	X	$ 360.00	= $	0.00

TYPE - COLOR LASER:

11. $0.00 - $2,000	1	X	$ 60.00	= $	60.00
12. $2,001 - $4,000	2	X	$ 96.00	= $	192.00
13. $4,001 - $6,000	0	X	$ 120.00	= $	0.00
14. $8,001-$10,000	0	X	$ 360.00	= $	0.00

TYPE - MULTI FUNCTION (FAX/COPY/PRINTER):

15. $0.00 - $ 500	2	X	$ 24.00	= $	48.00
16. $501 - $1,000	1	X	$ 60.00	= $	60.00
17. $1,001 - $3,500	0	X	$ 84.00	= $	0.00

CATEGORY F: REMOVABLE MEDIA & STORAGE DEVICES

1. ZIP DRIVE	1	X	$ 6.00	= $	6.00
2. JAZ DRIVE	0	X	$ 6.00	= $	0.00

CATEGORY G: MASS STORAGE TAPE

TYPE - DAT:

1. $0.00 -$1,000	0	X	$ 36.00	= $	0.00
2. $1,001 OR GREATER	0	X	$ 108.00	= $	0.00

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RFB# OCA/CPA-316

REGION IV

TYPE- DLT:

3. $0.00 - $2,500	0	X	$ 72.00	= $	0.00
4. $2,501 - $5,000	0	X	$ 96.00	= $	0.00

TYPE: VXA:

5. $0.00 - $2,500	0	X	$ 72.00	= $	0.00

TYPE: LTO:

6. $0.00 - $2,500	0	X	$ 84.00	= $	0.00

CATEGORY H: SCANNERS

TYPE - MONOCHROMATIC:

1. $0.00 - $1,000	0	X	$ 12.00	= $	0.00

TYPE - COLOR

2. $0.00 - $1,000	12	X	$ 18.00	= $	216.00

TYPE - DIGITAL SENDER (SHEET FEEDER)

3. $0.00 - $2,600	40	X	$ 180.00	= $	7,200.00

TYPE - SCANNER (SHEET FEEDER)

4. $2,601 - $8,000	31	X	$ 180.00	= $	5,580.00

CATEGORY I: UNINTERRUPTIBLE POWER SUPPLIES

TYPES:

1. 700 WATTS OR LESS	24	X	$ 6.00	= $	144.00
2. 701 - 1500 WATTS	12	X	$ 9.00	= $	108.00
3. 1500 - 3000 WATTS	0	X	$ 24.00	= $	0.00

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REGION IV

CATEGORY J: CASH DRAWERS, CABLE, RECEIPT PRINTER AND VALIDATOR

TYPES:

1. CASH DRAWER	15	X	$ 24.00	= $ 360.00
2. RECEIPT PRINTER	5	X	$ 36.00	= $ 180.00
3. VALIDATOR	2	X	$ 36.00	= $ 72.00

GRAND TOTAL (ESTIMATED ANNUAL COST): $ 46,965.72

NOTE: THE ESTIMATED QUANTITIES LISTED HEREON ARE A COMPOSITE TOTAL OF THE COMPONENTS REPORTED BY EACH PARTICIPATING COURT/OFFICE WITHIN THE REGION. ACTUAL INVENTORIES WILL BE PROVIDED TO AWARDED CONTRACTOR(S).

PERCENTAGE OF DISCOUNT FROM RETAIL FOR CHARGEABLE PARTS 15 **%**
ATTACH LIST OF LABOR PRICING FOR EQUIPMENT NOT UNDER MAINTENANCE.

THE FOLLOWING SECTION MUST BE COMPLETED AND ALL PAGES (1 - 5) RETURNED WITH ALL OTHER REQUIRED DOCUMENTS.

NPA Computers Inc.
NAME OF COMPANY

AUTHORIZED SIGNATURE

10/3/05
DATE

Peter Aroniadis
NAME IN PRINT

President
TITLE

2005 MAY 18 AM 10:44

UCS

C M00838

AGREEMENT

NEW YORK STATE UNIFIED COURT SYSTEM

AND

VITEC SOLUTIONS, LLC

C & PA FILE COPY

This Agreement, between the **NEW YORK STATE UNIFIED COURT SYSTEM**, 25 Beaver Street, New York, New York 10004 (hereinafter "UCS"), and **VITEC SOULTIONS, LLC,** 6514 Basile Rowe, East Syracuse, New York 13057 (hereinafter "Contractor"), is for the purpose of providing on-site microcomputer, printer and peripheral equipment maintenance services, including parts and labor, for UCS locations in parts of New York State.

In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

This Agreement shall be effective from May 1, 2006, when signed by the parties and approved by all necessary government agencies, and shall terminate on April 30, 2008, unless terminated earlier or extended pursuant to its terms.

II. RENEWAL; EXTENSION; TERMINATION

A. This Agreement may be renewed for one additional term of one (1) year, upon the same terms and conditions, including pricing, upon written notice by UCS to Contractor. Any such renewal shall be in the form of an amendment to this Agreement, which shall be subject to approval by the Office of the New York State Comptroller ("OSC").

B. UCS may extend the term of this Agreement for a period not to exceed 180 days at the conclusion of either the initial or renewal term, on the same terms and conditions, including pricing, upon written notification to Contractor. Any such extension shall be in the form of an amendment to this Agreement, which shall be subject to approval by OSC.

C. Contractor may terminate this Agreement with cause upon sixty (60) days written notice to UCS. UCS may terminate this Agreement with or without cause upon (30) days written notice to Contractor. In the event of termination pursuant to this Paragraph, UCS shall be liable only for those services actually performed by Contractor up to and including the effective date of termination and shall be entitled to a pro-rata refund from Contractor of any moneys paid to Contractor by UCS for the period from the effective date of termination to the end of the term of this Agreement.

III. ADMINISTRATION

This Agreement shall be administered by the District Administrative Offices within the Region covered by the Agreement, which is defined in Section IV(B) below, with respect to required service calls, initial inventory, addition or deletions to the inventory or the locations, billings, payments and problem resolution. Contractor shall interface directly with designated personnel in the Region. The Office of Court Administration, Contract Procurement Administration ("OCA-CPA") shall assist as necessary for the proper performance and administration of this Agreement.

IV. SCOPE OF SERVICES

A. Contractor shall provide full service, on-site maintenance of all categories and types of system components listed in Appendix B, which is attached hereto and made a part hereof, located

in courts, court-related agencies and administrative offices in UCS Region III, as defined in Paragraph B below. Maintenance services also shall encompass on-call remedial maintenance. Contractor shall obtain a copy of the inventory and specific site data, as well as the name and telephone number of a contact person, from each court, court-related agency and administrative office participating in this Agreement in Region III. The configuration of the system components may vary from time to time but Contractor shall not be responsible for any category of system component that is not described in Appendix B or is not subsequently added to the coverage of the Agreement upon notice to Contractor, pursuant to Section IV(P) below.

B. Subject to Paragraph C below, the following courts, court-related agencies and administrative offices, otherwise known as Region III, shall be permitted to utilize the services of Contractor under this Agreement:

4th Judicial District (Eleven counties)
5th Judicial District (Six counties)
Appellate Division - 4th Department (Syracuse)
Court of Claims (Plattsburgh, Saratoga, Binghamton, Utica and Syracuse)

It shall be the responsibility of Contractor to be familiar with physical aspects of the locations where equipment to be serviced is located.

C. Upon written notice to Contractor, UCS reserves the right to incorporate additional courts, court-related agencies or administrative offices within Region III and such additional locations shall thenceforth be covered for services by Contractor pursuant to the terms and conditions of this Agreement.

D. Requests for on-site maintenance shall originate from a court, court-related agency or administrative office. Such requests shall be made by telephone, and shall include the type, serial

number, UCS reference number, contact name and telephone number and the exact location of the component requiring service. Contractor shall maintain one or more toll-free telephone numbers for use by the courts, court-related agencies and administrative offices making such service requests.

E. Contractor shall provide on-site maintenance service during court business hours, from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on court holidays. Contractor shall respond to requests for service at the location of the failed component within twenty-four (24) hours after such request is made or, if the next day is not a court business day, at the beginning of the next court business day. This response must result in the complete repair and return to service of the failed component. When replacement parts necessary to repair the component are not immediately available, or if complete repair of the failed component cannot be accomplished during Contractor's first response, Contractor shall return no later than 9:00 a.m. on the next court business day and complete such repair or provide a fully operational and comparable replacement component within the same time period, at no cost to UCS. All replacement parts and components must be compatible with the software used by the court, court-related agency or administrative office and must operate identically to the replaced part or component without requiring or causing any software changes.

F. If Contractor must remove any component from its location for repair, Contractor shall install a comparable replacement component at no additional cost to UCS. Such replacement component must be in place and operational simultaneous with the removal of the component to be repaired. In no event shall a court, court-related agency or administrative office be without an installed and operational replacement component later than 9:00 a.m. on the next court business day. All replacement equipment shall be compatible with the software used by the court, court-related

agency or administrative office, and shall operate identically to the component replaced without requiring any software changes.

G. In the event that Contractor must remove a component from its location for repair, Contractor shall not be liable for the loss or destruction of any user-created data contained therein. UCS shall be responsible for securing such data prior to removal of the component.

H. Contractor shall provide any and all replacement parts necessary to maintain court, court-related agency and administrative office components in proper, continuous modes of operation. Such replacement parts shall be wholly compatible with the components listed in Appendix B, shall be of equal or better quality than the manufacturer's original parts, shall not be contrary to the manufacturer's specifications and shall be provided by Contractor without additional charge to UCS. All replacement parts shall be compatible with the software used by the court, court-related agency or administrative office, and shall be installed and shall operate without requiring any software changes. Contractor shall, upon request by UCS, provide UCS with such documentation as is necessary to establish compliance with the terms of this Paragraph. Parts that are commonly recognized and accepted as consumable, such as printer ribbons and diskettes, are specifically excluded from this provision. In the event of a dispute concerning the applicability of the term "consumable" to a part, the manufacturer's literature shall be controlling.

I. In the event that the specifications in this Agreement are silent as to any detail or point concerning any component listed in Appendix B or any of the services specified in this Section, Contractor nonetheless shall be obligated to provide the best commercial practices concerning that component or those services.

J. During the initial term of this Agreement and any extension or renewal thereof, UCS shall have the right to add additional components purchased during such initial term or extension or renewal to the inventory of components subject to this Agreement. A court, court-related agency or administrative office shall provide written notification to Contractor that such additional component has been added and henceforth shall be incorporated by reference into the respective inventory and covered by this Agreement. Such notice shall describe the type, serial number and initial location of the additional component.

K. During the term of this Agreement and any extension or renewal thereof, UCS shall have the right to remove from operation any components subject to this Agreement. A court, court-related agency or administrative office shall provide written notification to Contractor that a component has been removed from operation and shall no longer be covered by this Agreement. Such notice shall describe the type, serial number and location of the component to be removed from operation.

L. A court, court-related agency or administrative office shall provide written notification to Contractor when any component covered by this Agreement is moved to a new location within the Region covered by this Agreement. Such notice shall indicate the date the component was moved and shall describe the type, serial number and new location of such component. Such relocated components shall continue to be covered by this Agreement.

M. Throughout the term of this Agreement and any extension or renewal thereof, Contractor shall maintain adequate resources for the provision of services pursuant to this Agreement, including but not limited to sufficient service facilities, trained personnel qualified to service the components specified in Appendix B, manuals, parts and replacement components.

Contractor shall at all times be capable of providing timely services to all UCS locations covered by this Agreement.

N. Contractor shall provide such status reports as may be requested from time to time by any court, court-related agency or administrative office in each covered Region. Such reports shall indicate the UCS reference numbers for the components covered and the name and telephone number of the requesting party.

O. In the event that replacement parts for any component serviced pursuant to this Agreement become unavailable, Contractor shall continue to service such component for the duration of the initial two (2) year term of this Agreement. Upon ninety (90) days written notice to UCS by Contractor prior to the end of the initial term, and upon the mutual written agreement of the affected court, court-related agency or administrative office and UCS, any component for which replacement parts are no longer available shall not be subject to the terms of this Agreement during any renewal or extension term.

P. UCS reserves the right to change or add to the types of components within the categories of components listed in Appendix B. Any such changed or added component shall have the same operating characteristics of the like components within the same category. The prices for servicing such changed or added components shall be as set forth in Section VI(D) below.

V. QUANTITIES

All quantities stated herein are estimates only. UCS does not guarantee that any specific number of components shall be serviced pursuant to this Agreement or that any specific number of courts, court-related agencies or administrative offices shall participate in the Agreement.

VI. COMPENSATION AND PAYMENT

A. Subject to Section V above, the annual rate-per-unit charges for all the maintenance services provided pursuant to Section IV above shall be those specified in Appendix C, which is attached hereto and made a part hereof. These annual rate-per-unit charges shall remain firm throughout both the initial term of this Agreement and any renewal or extension thereof, except as provided in Paragraph B below.

B. UCS reserves the right to negotiate a decrease in the charges for maintenance services provided pursuant to Section IV above when and where the total quantity of covered components within Region III exceeds by twenty-five percent (25%) the actual inventory of record as of the date on which this Agreement was awarded to Contractor.

C. Payments shall be made by UCS three (3) months in advance, except that any pro-rated charges, credits or other adjustments shall be posted in the next billing cycle after such charges, credits or other adjustments shall become effective. Billing format shall be agreed upon by the respective court, court-related agency or administrative office and Contractor and shall be in compliance with the rules of OSC.

D. Charges for maintenance of any components changed or added pursuant to Section IV(P) above shall be determined upon the mutual written agreement of the parties and shall be subject to approval by OSC.

E. Charges for maintenance services provided pursuant to this Agreement for components added pursuant to Section IV(J) above or removed from operation pursuant to Section IV(K) above shall be based on the annual rate-per-unit charges specified in Appendix C and shall be pro-rated from the date of the written notification required by such respective provisions. Where applicable,

credits calculated on a pro-rata basis shall be given to the respective court, court-related agency or administrative office.

F. In the event that UCS requests maintenance service for a component type not specifically covered by this Agreement, the charge for such service shall be as set forth in Contractor's Proposal.

VII. SUBCONTRACTING

A. The rights and obligations of Contractor under this Agreement may not be assigned, transferred or subcontracted to any other person or organization without the prior express written approval of UCS. Any such request shall be submitted in writing by Contractor to UCS to the person and at the address set forth in Section XII below. Subcontracting shall be permitted only in the geographic locations and to the subcontractors specified by Contractor in its Response to the Request for Bids issued by UCS.

B. Irrespective of the approval of any subcontractor by UCS, Contractor shall be the primary Contractor and shall be wholly responsible for the performance of any and all services provided pursuant to this Agreement by a subcontractor.

VIII. STATUS OF CONTRACTOR

It is expressly understood and agreed as follows:

A. Contractor's status hereunder is that of independent Contractor.

B. No employee of Contractor is an employee of UCS. Contractor alone is responsible

for the work, direction, compensation and personal conduct of its employees while they are employed by Contractor.

C. Nothing included in this Section or in any other provision of this Agreement shall impose any liability or duty upon UCS relating to the employment of persons, firms or corporations employed or engaged by Contractor as Contractor's experts or independent Contractors or in any other capacity whatsoever, or engaged as employees, servants or agents of Contractor, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including unemployment insurance and workers' compensation, of Contractor or its subcontractors, experts, employees, servants, agents or independent contractors.

IX. INDEMNIFICATION; LIABILITY

A. Contractor shall indemnify UCS against, and hold UCS harmless from, any and all claims, actions, proceedings, expenses, liabilities or damages to persons or property, including reasonable counsel fees, arising from the acts or omissions of Contractor, its agents or employees, in connection with the performance or breach of this Agreement.

B. Neither party shall be liable for lost profits nor for indirect or consequential damages.

C. Contractor shall hold harmless the State of New York, UCS and the Office of Court Administration with respect to any injuries sustained by Contractor's employees, agents, or subcontractors or other persons under the direction and control of Contractor in the performance of its obligations under this Agreement during the initial term of this Agreement and any extension or renewal thereof.

D. Contractor assumes all responsibility for any damages to the facilities, furnishings or equipment of the UCS courts, court-related agencies and administrative offices caused by the negligent or abusive acts of Contractor's employees or subcontractors. Should such damage occur, Contractor shall, at Contractor's expense, repair any such damage or replace any such damaged facility, furnishing or equipment to the satisfaction of the court, court-related agency or administrative office in which the damage occurred.

E. Contractor also assumes all responsibility for any theft or loss of, or any damage to, any component covered by this Agreement while such component is in Contractor's possession.

X. AMENDMENT; MODIFICATION

No amendment or modification of this Agreement shall be valid unless in writing, signed by both parties and approved by all necessary government agencies.

XI. SURVIVAL

The terms, provisions and representations contained in this Agreement shall survive the completion of all services by Contractor and the payment in full of compensation to Contractor.

XII. NOTICES

Except as provided in Section IV(D) above, all notices to be given under this Agreement shall be made in writing and delivered to Contractor at its address set forth herein and to UCS at 25 Beaver Street, New York, New York 10004, Attn: Marie-Claude Ceppi (or to such address or person as either party may provide in writing from time to time), either personally or by regular mail. Any

such notice shall be deemed to have been given when delivered, if by personal delivery or by telegram, or five (5) days subsequent to mailing.

XIII. FORCE MAJEURE

Neither party shall be responsible for delay or failures in performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, acts of God, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.

XV. ENTIRE AGREEMENT; PARTIAL INVALIDITY

This Agreement, together with the Appendices annexed hereto, constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements between the parties. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

XVI. BUSINESS TERMINATION

In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of the rights of creditors, Contractor shall notify UCS in writing promptly of such occurrence. If any such occurrence remains extant for sixty (60) days after its commencement, then, at UCS's sole option, this Agreement may be terminated and shall be of no further force or effect. In the event of such termination, UCS shall be liable only for work actually performed by Contractor prior to such termination.

XVII. TAX LAW COMPLIANCE

2006 MAY 30 AM 11: 4

A. Pursuant to Section 5-a of the New York State Tax Law, the sworn certification of Contractor required by Section 5-a ("Contractor Certification") and copies of any Certificates of Authority annexed thereto are incorporated herein by reference.

B. If this Agreement is renewed in accordance with Section II(A) above, Contractor shall submit an additional certification for each renewal term ("Renewal Certification"). Each Renewal Certification shall be submitted to UCS no later than the earlier of: (i) the date of submission of the executed renewal amendment; or (ii) the day prior to the expiration of the initial term or the prior renewal term, as applicable. Contractor's failure to timely submit a required Renewal Certification may result in the delay or rejection of the renewal amendment.

C. In addition, Contractor's failure to submit a required Renewal Certification or Contractor's submission of a false Contractor Certification or Renewal Certification shall be considered a material breach of the Agreement for which the Agreement may be terminated by UCS if UCS determines that such termination is in its best interest.

XVIII. OTHER TERMS AND CONDITIONS

A. The obligations of UCS under this Agreement shall be limited to the extent that moneys are appropriated and lawfully available therefor.

B. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

C. This Agreement shall be governed by its terms and by the laws of the State of New York.

D. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

E. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

F. UCS Request for Bids #OCA/CPA-316 and Contractor's Response thereto are incorporated herein by reference. In the event of any conflict between this Agreement and UCS Request for Bids #OCA/CPA-316 and Contractor's Response thereto, the provisions of this Agreement shall prevail over UCS Request for Bids #OCA/CPA-2316 and the provisions of UCS Request for Bids #OCA/CPA-316 shall prevail over Contractor's Response thereto.

G. Contractor shall at all times be compliant with all applicable federal, state and local laws, rules and regulations.

H. Throughout the term of this Agreement and any renewal or extension hereto, Contractor shall maintain adequate liability and comprehensive insurance with a minimum coverage of $1,000,000. Proof of such insurance coverage shall be provided to UCS by Contractor upon request.

I. The financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum of six (6) years after the expiration or termination of this Agreement. UCS shall have the right to perform both pre- and post-audits of such financial records at any mutually convenient time or times.

NYS CONTRACT NUMBER

UCS CERTIFICATION
UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

FOR: VITEC SOLUTIONS, LCC

Name

VP Operations
Title

Dated: 5/15/06

FOR: UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK

Ronald P. Younkins
Chief of Operations

Dated: _____

Approved:
Alan G. Hevesi
Comptroller

_____

Dated: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
JUN 16 2006
PETER FAVRETTO
ASSOCIATE ATTORNEY

APPROVED
DEPT. OF AUDIT & CONTROL
AUG 25 2006
FOR THE STATE COMPTROLLER

ACKNOWLEDGMENT

STATE OF NY)
) ss.:
COUNTY OF Erie)

On the 15th day of May 2006, personally came Kristen Mucher, to me known, who, being by me duly sworn, did depose and say that he/she resides in East Aurora, NY, that he/she is the VP of Operations, the corporation described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said corporation.

Tina Croom
NOTARY PUBLIC

TINA CROOM
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/07/2006

July 2003

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

A. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

B. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

C. COMPTROLLER'S APPROVAL. In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds $15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

D. WORKER'S COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

E. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof. Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

F. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

G. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids. Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non- collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds $5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50

UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).

9. SET OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years (hereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency, or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or(iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

APPENDIX B

CATEGORY A:
Microcomputer - desktop computer, includes all cpu workstations.
Ibm or Ibm compatible microcomputer with local bus and pci, hard disk, memory, cmos battery, floppy drives, internal or external cd rom, cd-r, cd-rw, dvd, dvd-r and/or dvd-rw, parallel ports, serial ports, usb ports, mouse port, mouse, modem, power supply, keyboard, network interface and sound card.

Types:

1. Pentium II - all speeds
2. Pentium III - all speeds
3. Pentium IV and/or then current - all speeds

CATEGORY B:
Portable microcomputer - laptop or notebook with associated attachments including port replicator, standard internal/external modem, hard disk, internal or external cd, cdr, cd/rw, dvd, dvd-r and/or dvd-rw, floppy drives, modem, pcmcia card(s), color/active display and network interface, but excluding principal power supply battery.

Types:

1. Pentium I - all speeds
2. Pentium II - all speeds
3. Pentium III - all speeds
4. Pentium IV or then current

CATEGORY C:
Microcomputer - file server, all internal components including hard drives, floppy drives, cd rom drive, processors, raid controllers, power supplies and network interface card, but excluding tape drives which must be covered separately (see Category G).

Types:

1. Value of $00.00 - $5,000
2. Value of $5,001 - $10,000
3. Value of $10,001 - $15,000

CATEGORY D:
Microcomputer monitors - all types.

Types:

Standard (tube type)
1. 17" or less
2. 18" - 19"
3. 20" or greater

Flat screen (lcd)
1. 15" or less
2. 16" - 17"
3. 18" - 19"

CATEGORY E:
Microcomputer printers with sheet feeder(s), tractor feeder and associated attachments.

Types:

Dot matrix
1. 9 - 24 pin, original value less than $1,000
2. Standard high speed, original value less than $5,000

Ink jet
3. Original value $0 - $500
4. Original value $501 - $1,000
5. Original value $1001 - $3,000

Laser (all laser printers include base unit)
Black:
6. Original $0 - $1,000
7. Original value $1,001 - $2,000
8. Original value $2,001 - $4,000
9. Original value $4,001 - $7,000
10. Original value $7,001 - $10,000

Color:
11. Original value $0 - $2,000
12. Original value $2,001 - $4,000
13. Original value $4,001 - $6,000
14. Original value $6,001 - $8,000
15. Original value $8,001 - $10,000

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Multifunction (fax/copy/printer):

16. Original value $0 - $500
17. Original value $501 - $1,000
18. Original value $1001 - $3,500

CATEGORY F:

Removable media storage devices, including internal/external model and interface.

1. Zip drive - 100mb - 250 mb
2. Jaz drive - 1 to 2 gb

CATEGORY G:

Mass storage tape. Backup devices and controllers, both internal and external.

Type: DAT

1. Low end, original value $0 - $1,000
2. High end, original value $1,001 or greater

Type: DLT

3. Original value $0 - $2,500
4. Original value $2,501 - $5,000
5. Original value $5,001 - $7,500
6. Original value $7,501 - $10,000
7. Original value $10,001 - $20,000

CATEGORY H:

Scanners. Flatbed scanners and scanners with document feeders.

Types:

1. Monochromatic - original value $0 - $1,000
2. Color - original value $0 - $1,000
3. Digital sender (sheet feeder) - original value $0 - $2,600
4. Digital sender (sheet feeder) - original value $2,601 - $8,000

CATEGORY I:

Uninterruptible power supplies - UPS with up to 3,000 watt capacity and associated interface, excluding battery.

Types:

1. 700 watts or less
2. 701 watts - 1,500 watts
3. 1,500 watts - 3,000 watts

CATEGORY J:
Cash drawers and interface cable, receipt printer and validator.

1. Cash drawer
2. Receipt printer
3. Validator

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REGION III

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

COURTS & ADMINISTRATIVE OFFICES WITHIN THE REGION:

4TH JUDICIAL DISTRICT (11 COUNTIES)
5TH JUDICIAL DISTRICT (6 COUNTIES)
APPELLATE DIVISION - 4TH DEPT (SYRACUSE)
COURT OF CLAIMS (PLATTSBURGH, SARATOGA, BINGHAMTON, UTICA, SYRACUSE)

IMPORTANT: **BIDDER MUST SERVICE ALL CATEGORIES AND TYPES OF COMPONENTS LISTED. ANY ITEM FOR WHICH BIDDER DOES NOT INDICATE A PRICE OR "N/C" WILL BE CONSIDERED AS "NO CHARGE" ("N/C") ITEMS.**

CATEGORY A: MICROCOMPUTER

TYPES:

1. PENTIUM® II	12	X	$ 12.00	= $ 144.00
2. PENTIUM® III	195	X	$ 12.00	= $ 2,340.00
3. PENTIUM® IV AND/OR CURRENT	444	X	$ 12.00	= $ 5,328.00

CATEGORY B: PORTABLE MICROCOMPUTER.

TYPES:

1. PENTIUM® I	6	X	$ 48.00	= $ 288.00
2. PENTIUM® II	0	X	$ 48.00	= $ 0.00
3. PENTIUM® III	32	X	$ 48.00	= $ 1,536.00
4. PENTIUM® IV (AND THEN CURRENT)	20	X	$ 48.00	= $ 960.00

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REGION III

MICROCOMPUTER SERVICES
EQUIPMENT PROFILE & BID FORM

CATEGORY C: MICROCOMPUTER - FILE SERVER

TYPES:

1. $00.00 - $5,000	2	X	$60.00	= $ 120.00
2. $5,001 - $10,000	15	X	$60.00	= $ 900.00
3. $10,001-$15,000	1	X	$90.00	= $ 90.00

CATEGORY D: MICROCOMPUTER MONITORS

TYPES - STANDARD TUBE TYPE:

1. 17" OR LESS	801	X	$ 3.00	= $ 2,403.00
2. 18" - 19"	1	X	$ 6.00	= $ 6.00
3. 20" OR GREATER	0	X	$ 24.00	= $ 0.00

TYPES - FLAT SCREEN (LCD):

1. UP TO 15"	15	X	$ 3.00	= $ 45.00
2. 16" - 17"	19	X	$ 6.00	= $ 114.00
3. 18" - 19"	0	X	$ 24.00	= $ 0.00

CATEGORY E: MICROCOMPUTER PRINTERS

TYPE - DOT MATRIX:

1. 9 TO 24 PIN - LESS THAN $1,000	0	X	$ 15.00	= $ 0.00
2. STANDARD HIGH SPEED LESS THAN $5,000	0	X	$ 15.00	= $ 0.00

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CATEGORY E CONTINUED:

TYPE - INK JET:

3. $0.00 - $500.00	60	X	$ 15.00	= $ 900.00
4. $501 - $1,000	1	X	$ 18.00	= $ 18.00
5. $1,001 - $3,000	0	X	$ 18.00	= $ 0.00

TYPE - BLACK LASER:

6. $0.00 - $1,000	330	X	$ 72.00	= $ 23,760.00
7. $1,001 - $2,000	109	X	$ 72.00	= $ 7,848.00
8. $2,001 - $4,000	76	X	$ 72.00	= $ 5,472.00
9. $4,001 - $7,000	0	X	$ 72.00	= $ 0.00
10.$7,001-$10,000	0	X	$ 120.00	= $ 0.00

TYPE - COLOR LASER:

11. $0.00 - $2,000	2	X	$ 72.00	= $ 144.00
12. $2,001 - $4,000	3	X	$ 72.00	= $ 216.00
13. $4,001 - $6,000	0	X	$ 72.00	= $ 0.00
14. $8,001-$10,000	0	X	$ 120.00	= $ 0.00

TYPE - MULTI FUNCTION (FAX/COPY/PRINTER):

15. $0.00 - $ 500	0	X	$ 30.00	= $ 0.00
16. $501 - $1,000	1	X	$ 30.00	= $ 30.00
17. $1,001 - $3,500	0	X	$ 36.00	= $ 0.00

CATEGORY F: REMOVABLE MEDIA & STORAGE DEVICES

1. ZIP DRIVE	0	X	$ 3.00	= $ 0.00
2. JAZ DRIVE	2	X	$ 3.00	= $ 6.00

CATEGORY G: MASS STORAGE TAPE

TYPE - DAT:

1. $0.00 -$1,000	0	X	$ 30.00	= $ 0.00
2. $1,001 OR GREATER	0	X	$ 30.00	= $ 0.00

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TYPE- DLT:

3. $0.00 - $2,500	0	X	$30.00	= $ 0.00
4. $2,501 - $5,000	0	X	$30.00	= $ 0.00

TYPE: VXA:

5. $0.00 - $2,500	6	X	$30.00	= $ 180.00

TYPE: LTO:

6. $0.00 - $2,500	0	X	$30.00	= $ 0.00

CATEGORY H: SCANNERS

TYPE - MONOCHROMATIC:

1. $0.00 - $1,000	0	X	$ 45.00	= $ 0.00

TYPE - COLOR

2. $0.00 - $1,000	6	X	$ 45.00	= $ 270.00

TYPE - DIGITAL SENDER (SHEET FEEDER)

3. $0.00 - $2,600	39	X	$ 42.00	= $ 1,638.00

TYPE - SCANNER (SHEET FEEDER)

4. $2,601 - $8,000	26	X	$ 42.00	= $ 1,092.00

CATEGORY I: UNINTERRUPTIBLE POWER SUPPLIES

TYPES:

1. 700 WATTS OR LESS	29	X	$ 30.00	= $ 870.00
2. 701 - 1500 WATTS	27	X	$ 30.00	= $ 810.00
3. 1500 - 3000 WATTS	0	X	$ 30.00	= $ 0.00

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REGION III

CATEGORY J: CASH DRAWERS, CABLE, RECEIPT PRINTER AND VALIDATOR

TYPES:

1. CASH DRAWER	9	X	$ 3.00	= $ 27.00
2. RECEIPT PRINTER	20	X	$ 15.00	= $ 300.00
3. VALIDATOR	20	X	$ 15.00	= $ 300.00

GRAND TOTAL (ESTIMATED ANNUAL COST): $ 58,155.00

NOTE: THE ESTIMATED QUANTITIES LISTED HEREON ARE A COMPOSITE TOTAL OF THE COMPONENTS REPORTED BY EACH PARTICIPATING COURT/OFFICE WITHIN THE REGION. ACTUAL INVENTORIES WILL BE PROVIDED TO AWARDED CONTRACTOR(S).

PERCENTAGE OF DISCOUNT FROM RETAIL FOR CHARGEABLE PARTS 20 %
ATTACH LIST OF LABOR PRICING FOR EQUIPMENT NOT UNDER MAINTENANCE.
[redacted]

THE FOLLOWING SECTION MUST BE COMPLETED AND ALL PAGES (1 - 5) RETURNED WITH ALL OTHER REQUIRED DOCUMENTS.

VITEC Solutions
NAME OF COMPANY

Kristen Mucher
AUTHORIZED SIGNATURE

October 4, 2005
DATE

Kristen Mucher
NAME IN PRINT

VP Operations
TITLE