SP-37 Rev. 11/08

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

February 24, 2009

#### CONTRACT AWARD SUPPLEMENT # 7

IMPORTANT: This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All
Using State Agencies, Municipalities, Political
Subdivisions, Non-Profits and Education

TERM OF CONTRACT: March 14, 2009

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 7 Changes / Updates the following:

ADDS UPDATED TOUGHBOOK SPECIFICATION SHEETS

**APPROVED** 

Date Issued: February 24, 2009

Jacqueline Shirley
Director of Contracts & Purchasing Division



#### SKU: CF-19KHRAXAM – Touchscreen Version

#### CT STATE CONTRACT # 07ITZ0013

Price: \$2,895.00

# Panasonic Toughbook Tablet/PC Model CF-19 (Fully Rugged), Standard Configuration:

- Processor- Intel Core2 Duo SU9300 Centrino 1.2GHZ / 3MB L2 cache , No Fans for Cooling
- Memory- 2GB SDRAM DDR2, expandable to 4096MB
- **Display- Touchscreen PC Version:** 10.4" 1024x768 XGA Transmissive, 1,000 NitBrightness TFT Active Matrix Color LCD. Circular polarized, day-light readable, Touchscreen.
  - **Intel GS45 Graphic Controller, max. 1024mb UMA VRAM**. Pre-Installed screen film for touchscreen protection.
- Storage- 160GB HDD (std) (shock mounted and quick release)
- Audio- Analog Devices AD1883, Compliant Audio Codec, Intel high definition audio compliant, Integrated Speaker, Convenient keyboard volume and mute controls
- Expansion Slots- PCCARD Type II (x 1), Secure Digital Card (SDHC) Slot and Express Card/54 (x 1)
- **Keyboard-** Touchscreen LCD, 82 key w/dedicated Windows key, Pressure sensitive touchpad with vertical scrolling support, Integrated Stylus Holder
- Interface- Serial Port, USB 2.0 (x 2), Headphones/Speaker, Modem 56KB, External Video, 10/100/1000 Ethernet, IEEE 1394a, Ext. Antenna Coax Connector (x 2), Microphone/Line in, Port Replicator
- Wireless LAN- Intel Wireless WiFi 5100 802.11 a/b/g/draft-n, Bluetooth v2.0 + EDR (Class 1)
- Wireless Security- Authentication: LEAP, WPA,802.1X, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- **Power Supply** AC Adapter, AC 100V-240V 50/60Hz Auto Sensing/Switching
- Battery- Lithium Ion Rechargeable (10.65V, 5700mAh) (4.5 to 8 hrs)
- Power Management- Suspend/Resume, Hibernation, Standby, ACPI Bios
- Software- Touchscreen PC Version: Microsoft Windows Vista, with downgrade option for Windows XP Professional, Setup, On-Line Reference Manual, Adobe Acrobat Reader, DMI Viewer, Software Keyboard, Display Rotation Tool, Hard disk Data Erase Utility
- **Security Features-** 32-character Password Security: Supervisor & User, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 1.9"(H) x 8.5"(D) x 10.7"(W) / 5lbs.



## SKU: CF-19FDGAXCM - Tablet/PC Version

#### CT STATE CONTRACT # 07ITZ0013

Price: \$2,995.00

# Panasonic Toughbook Tablet/PC Model CF-19 (Fully Rugged), Standard Configuration:

- Processor- Intel Core Duo U7500 Centrino 1.06GHZ / 2MB L2 cache-, No Fans for Cooling
- Memory- 1GB SDRAM DDR2, expandable to 4096MB
- Display- Digitized Tablet PC Version: 10.4" 1024x768 XGA Transmissive,
   500 NitBrightness daylight-readable Digitized TFT Active Matrix Color LCD. Intel
   945GM Graphic Controller DVMT up to 128mb. Pre-Installed replaceable screen film for touchscreen protection.
- Storage- 80GB HDD (std)
- Audio- Sigmatel STAC9751 AC-97 v.2.2 Compliant Audio Codec, Integrated Speaker, Convenient keyboard volume and mute controls
- Expansion Slots- PCCARD Type II (x 1), Secure Digital (SD) Slot and Express Card/54
  (x 1)
- Keyboard- 82 key w/dedicated Windows key, Pressure sensitive touchpad with vertical scrolling support, Active Digitizer LCD
- Interface- USB 2.0 (x 2), Headphones/Speaker, Modem 56KB, External Video, 10/100 Ethernet, IEEE 1394a, Ext. Antenna Coax Connector (x 2), Microphone/Line in, Port Replicator
- Wireless LAN- Intel Pro/Wireless 3945ABG LAN connection a/b/g, Bluetooth v2.0 + EDR
- Wireless Security- Authentication: LEAP, WPA,802.1X, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- Power Supply- AC Adapter, AC 100V-240V 50/60Hz Auto Sensing/Switching
- Battery- Lithium Ion Rechargeable (10.65V, 5700mAh) (4.5 to 8 hrs)
- Power Management- Hibernation, Standby, ACPI Bios
- Software- Tablet PC Version: Windows XP Tablet PC Edition 2005, Setup, On-Line, Reference Manual, Adobe Acrobat Reader, DMI Viewer, Software Keyboard/Writing Pad, Display Rotation Tool, Hard Disk Data Erase Utility
- Security Features- 32-character Password Security: Supervisor & User, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- Dimension & Weight- 1.9"(H) x 8.5"(D) x 10.7"(W) / 5lbs.



## SKU: CF-30KAPAXAM

#### CT STATE CONTRACT # 07ITZ0013

PRICE: \$3,565.00

Panasonic Toughbook Notebook Model CF-30 (Full-Rugged),

## Standard Configuration:

- **Processor- Intel Core2 Duo SL9300 Centrino2 1.6GHZ** / 6MB L2 cache, 1066MHz FSB, No Fans for Cooling.
- Memory- 2GB SDRAM DDR2 (Std), expandable to 4096MB
- Display- 13.3" 1024x768 XGA Transmissive, 1,000 Nit Brightness TFT Active Matrix Color LCD, circular polarizer, daylight-readable, Touchscreen, Intel GS45 Graphic Controller, max. 1024mb UMA VRAM, Pre-Installed Touch Screen Protector
- Audio- Analog Devices AD1883, Compliant Audio Codec / Intel high definition audio compliant, Integrated front –facing speaker and Convenient keyboard volume and mute controls
- Expansion Slots- PC Card Type II (x 1), Secure Digital Card (SDHC) and Express Card/54 x 1
- Storage- 160GB HDD (std) (shock mounted and quick release)
- Multimedia Pocket- Will accept optional CDRW/DVD Combo, Multi Drive or 2<sup>nd</sup> Battery Pack
- Keyboard & Input- 87 key, Pressure sensitive touchpad, Integrated Stylus Holder & Touchscreen LCD
- Interface- Serial, Port Replicator, Headphones/Speaker, Modem 56KB, External Video, Microphone/Line in, 10/100/1000 Ethernet, USB 2.0 (x 3), IEEE 1394a, Ext. Antenna Coax Connector
- Wireless LAN- Intel Wireless WiFi Link 5100 802.11a/b/g/draft-n, Bluetooth v2.0 + EDR (Class 1)
- Wireless Security- Authentication: LEAP, WPA,802.1x, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- Power Supply- AC Adapter, AC 100V-240V 50/60Hz, Auto Sensing/Switching
- **Battery-** Lithium Ion Rechargeable (10.65V, 8550mAh) Battery Operation: 9 hrs (with first battery), up to 12.5 hrs (with second battery)
- Power Management- Suspend/Resume, Hibernation, Standby, ACPI Bios
- **Software-** Microsoft Windows Vista, with downgrade option for Windows XP Professional, Setup, Diagnostics, DMI Viewer, On-Line Reference Manual, Adobe Acrobat Reader
- **Security Features-** Password Security: Supervisor, User, Hard-Disk Lock, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 2.8"(H) x 11.5"(D) x 11.9"(W) / 9lbs., incl. battery

SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

September 15, 2008

#### **CONTRACT AWARD SUPPLEMENT # 6**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All
Using State Agencies, Municipalities, Political
Subdivisions, Non-Profits and Education

TERM OF CONTRACT: March 14, 2009

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 6 Changes / Updates the following:

#### **Arbitrator Camera System**

- Discontinued: 4GB P2 High Performance Card (SKU AJ-PC004HG)
- Added: 16GB P2 Card (SKU AJ-P2C016RG-P) @ \$1,150.00

**APPROVED** 

Date Issued: September 15, 2008

Jacqueline Shirley
Director of Contracts & Purchasing Division

SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

August 1, 2008

#### **CONTRACT AWARD SUPPLEMENT # 5**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education

Date Issued: August 1, 2008

TERM OF CONTRACT: **EXTENDED TO March 14, 2009** 

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 5 Changes / Updates the following:

EXTENDS CONTRACT THROUGH March 14, 2009

APPROVED

Jacqueline Shirley
Director of Contracts & Purchasing Division

SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

February 20, 2008

#### **CONTRACT AWARD SUPPLEMENT # 4**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108

Date Issued: February 20, 2008

TERM OF CONTRACT:

EXTENDED TO SEPTEMBER 14, 2008

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 4 Changes / Updates the following:

ADDS UPDATED TOUGHBOOK SPEC SHEETS

APPROVED

Jacqueline Shirley
Director of Contract & Purchasing Division



# SKU: CF-19F Model Series

CT STATE CONTRACT # 07ITZ0013

Price: \$2,895.00 Touchscreen Version

Price: \$2,995.00 Tablet/PC Version

# Panasonic Toughbook Tablet/PC Model CF-19 (Fully Rugged), Standard Configuration:

- Processor- Intel Core Duo U7500 Centrino 1.06GHZ / 2MB L2 cache-, No Fans for Cooling
- Memory- 1GB SDRAM DDR2, expandable to 4096MB
- Display- Touchscreen PC Version: 10.4" 1024x768 XGA Transmissive,
   470 NitBrightness daylight-readable Touchscreen TFT Active Matrix Color LCD.
   Display- Digitized Tablet PC Version: 10.4" 1024x768 XGA Transmissive,
   550 NitBrightness daylight-readable Touchscreen TFT Active Matrix Color LCD. Intel
   945GM Graphic Controller DVMT up to 128mb. Pre-Installed replaceable screen film for touchscreen protection.
- Storage- 80GB HDD (std)
- **Audio-** Sigmatel STAC9751 AC-97 v.2.2 Compliant Audio Codec, Integrated Speaker, Convenient keyboard volume and mute controls
- Expansion Slots- PCCARD Type II (x 1), Secure Digital (SD) Slot and Express Card/54 (x 1)
- **Keyboard-** 82 key w/dedicated Windows key, Pressure sensitive touchpad with vertical scrolling support, Active Digitizer or Touchscreen LCD
- Interface- Serial Port (Touchscreen / PC version only), USB 2.0 (x 2), Headphones/Speaker, Modem 56KB, External Video, 10/100 Ethernet, IEEE 1394a, Ext. Antenna Coax Connector (x 2), Microphone/Line in, Port Replicator
- Wireless LAN- Intel Pro/Wireless 3945ABG LAN connection a/b/g, Bluetooth v2.0 + EDR
- Wireless Security- Authentication: LEAP, WPA,802.1X, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- **Power Supply** AC Adapter, AC 100V-240V 50/60Hz Auto Sensing/Switching
- Battery- Lithium Ion Rechargeable (10.65V, 5700mAh) (4.5 to 8 hrs)
- **Power Management-** Hibernation, Standby, ACPI Bios
- Software- Touchscreen PC Version: Windows XP Pro SP2, Setup, On-Line Reference Manual, Adobe Acrobat Reader, DMI Viewer, Panasonic Handwriting, Software Keyboard, Display Rotation Tool, Hard disk Data Erase Utility
   Software- Tablet PC Version: Windows XP Tablet PC Edition 2005, Setup, On-Line, Reference Manual, Adobe Acrobat Reader, DMI Viewer, Software Keyboard/Writing Pad, Display Rotation Tool, Hard Disk Data Erase Utility
- **Security Features-** 32-character Password Security: Supervisor & User, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 1.9"(H) x 8.5"(D) x 10.7"(W) / 5lbs.

Take note that integrated wireless modems, GPS and other various upgrades are available. Please refer to the accessory / upgrade options listing within this contract.



SKU: CF-30FASAZAM
CT Contract # 07ITZ0013

Price: \$3565.00

Panasonic Toughbook Notebook Model CF-30 (Full-Rugged),

#### Standard Configuration:

- **Processor- Intel Core Duo L7500 Centrino1.60GHZ** / 4MB L2 cache, 800MHz FSB, No Fans for Cooling.
- Memory- 1GB SDRAM DDR2 (Std), expandable to 4096MB
- Display- 13.3" 1024x768 XGA Transmissive, 1,000 Nit Brightness TFT Active Matrix Color LCD, daylight-readable, Touchscreen, Intel 965GM Graphic Controller DVMT up to 384mb, Pre-Installed Touch Screen Protector
- Audio- Sigmatel STAC9751T AC-97 v2.1 Compliant Audio Codec / integrated front –facing speaker and Convenient keyboard volume and mute controls
- Expansion Slots- PC Card Type II (x 1), Secure Digital (SD) Card and Express Card/54 x 1
- Storage- 80GB HDD (std) Shock Mounted and user removable
- Multimedia Pocket- Will accept optional CDRW/DVD Combo, Multi Drive or 2<sup>nd</sup> Battery Pack
- Keyboard- 87 key, Pressure sensitive touchpad, Emissive Backlit Keyboard
- Interface- Serial, Port Replicator, Headphones/Speaker, Modem 56KB, External Video, Microphone/Line in, 10/100/1000 Ethernet, USB 2.0 (x 3), IEEE 1394a, Ext. Antenna Coax Connector
- Wireless LAN- Intel Pro/Wireless 4965AG LAN connection 802.11a/b/g, Bluetooth v2.0 + EDR
- Wireless Security- Authentication: LEAP, WPA,802.1x, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- Power Supply- AC Adapter, AC 100V-240V 50/60Hz, Auto Sensing/Switching
- **Battery-** Lithium Ion Rechargeable (10.65V, 8.55Ah) with overcharge protection, Battery Operation: TBD hrs (with first battery), up to TBD hrs (with second battery)
- **Power Management-** Hibernation, Standby, ACPI Bios
- **Software-** Microsoft Windows XP Professional SP2, Setup, Diagnostics, DMI Viewer, On-Line Reference Manual, Adobe Acrobat Reader
- Security Features- Password Security: Supervisor, User, Hard-Disk Lock, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 2.8"(H) x 11.3"(D) x 11.9"(W) / 9lbs., incl. battery

Take note that integrated wireless modems, GPS and other various upgrades are available. Please refer to the accessory / upgrade options listing within this contract.

SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

**February 6, 2008** 

#### **CONTRACT AWARD SUPPLEMENT #3**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108

Date Issued: February 6, 2008

TERM OF CONTRACT:

EXTENDED TO SEPTEMBER 14, 2008

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 3 Changes / Updates the following:

EXTENDS CONTRACT THROUGH SEPTEMBER 14, 2008

APPROVED

Jacqueline Shirley
Director of Contract & Purchasing Division

SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, PSO II

Telephone Number: **(860) 622-2037** 

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award Number 07ITZ0013

Contract Award Date

March 15, 2007

SUPPLEMENT DATE

June 14, 2007

#### **CONTRACT AWARD SUPPLEMENT # 2**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

FOR: Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education 101 East River Drive East Hartford, CT 06108

TERM OF CONTRACT:

One Year with two six month extension options at the State's sole discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 2 Changes / Updates the following:

• ADDRESS CHANGE:

Date Issued: June 14, 2007

Telrepco's new address is 101 North Plains Ind Road; <u>Building #2</u>; Wallingford, CT 06492 Remittance address, phone and fax numbers remain the same

APPROVED\_

Jacqueline Shirley
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

SP-37 Rev. 01/02

*Purchasing Contact:* Elizabeth Basso, PSO II

Telephone Number: (860) 622-2037

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274

Contract Award Number 07ITZ0013

**Contract Award Date** 

March 15, 2007

SUPPLEMENT DATE

March 21, 2007

#### **CONTRACT AWARD SUPPLEMENT # 1**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

#### COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops

**Department of Information Technology, All** Using State Agencies, Municipalities, Political **Subdivisions, Non-Profits and Education 101 East River Drive** East Hartford, CT 06108

TERM OF CONTRACT:

One Year with two six month extension options at the State's sole discretion

"All other Terms and Conditions remain the same."

AGENCY REOUISITION NUMBER:

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

#### Supplement # 1 Changes / Updates the following:

- Adds the following accessories:
  - Sierra Wireless MP875 GPS Includes Power Cable and 3 year warranty

Qty. 0-10 \$835.00

Qty. 11-49 \$815.00

Qty. 50+ \$795.00

- 6000083, 16 ft. Serial Cable \$25.00
- 6000099, Ext. 2 year Warranty for MP Series Modem \$149.00
- 6000205, Tri-Mode Cell/PCS/GPS Antenna w/15 ft. coax, Black \$110.00
- 6000207, Tri-Mode Cell/PCS/GPS Antenna w/15 ft. coax, White \$110.00
- 6000210, 16 ft. Power Cable \$45.00
- 6000235, 16 ft. USB Cable w/rugged connector \$30.00

#### MP MIGRATION KIT

Includes antenna. USB and Serial Cable:

- 6000244, MP Migration Kit w/Black Antenna \$150.00
- 6000245, MP Migration Kit w/White Antenna \$150.00

APPROVED

Jacqueline Shirley Date Issued: March 21, 2007 Director of Contract & Purchasing Division

#### Sierra Wireless MP875 GPS

Unit Price: \$835.00

# Special qty buy pricing: Qty 11 to 49 @ \$815.00 Qty 50+ @ \$795.00

Power cable included, see below for additional accessories available

The MP 875 GPS provides in-vehicle data solutions while operating over next generation HSDPA networks with peak download data rates of 3.6 Mbps. To accommodate areas where such coverage is not yet available, the MP 875 GPS is backwards compatible to 1.8 Mbps HSDPA, 384 Kbps UMTS, as well as EDGE and GPRS.

- Tri-band (850/1900/2100 MHz) 3.6 Mbps HSDPA, 1.8 HSDPA, and 384 Kbps UMTS network compatibility
- Quad-band (850/900/1800/1900 MHz) Class 12 EDGE and GPRS
- Serial, USB and Ethernet host connection
- Global 12 channel GPS (TAIP and 2-way NMEA) Operates in extreme temperatures -40C to +75C (-40F to +167F)
- Meets US Military and SAE specs for vibration, shock, drop, rain/splash, humidity, sand/dust, and salt fog
- 4 digital input/outputs and 4 analog inputs
- Remote field management and firmware upgradeable
- Standard 3-year platinum warranty with world-class technical support

#### **Additional Accessories for MP Series:**

6000210 - Power Cable 16.5ft (Spare)	\$45.00
6000235 – USB Cable 16ft w/Rugged Connector	\$30.00
6000083 – Serial Cable 16ft	\$25.00
6000205 - Antenna, Tri-Mode Cell/PCS/GPS, Black w/15ft coax	\$110.00
6000207 - Antenna, Tri-Mode Cell/PCS/GPS, White w/15ft coax	\$110.00
6000099 – Extended 2yr Warranty for MP Series Modem	\$149.00

#### **Special MP Migration Kit Packages: \$150.00**

Kit includes: Tri-Mode Antenna (color choice), USB and Serial Cable

6000244 – MP Migration Kit w/Black Antenna 6000245 – MP Migration Kit w/White Antenna

#### CONTRACT AWARD

Purchasing Contact:

Telephone Number:

SP-38 Rev. 03/06

#### STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274 Contract Award #

07ITZ0013

Contract Award Date
March 15, 2007

Expiration Date
March 14, 2008

(860) 622-2037

Elizabeth Basso, PSO II

#### CONTRACT AWARD

**IMPORTANT:** This is <u>NOT</u> A Purchase Order. Do <u>NOT</u> Produce or Ship without an Agency Purchase Order.

COMM	COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018-035, Panasonic Ruggedized Laptops							
FOR:	<b>Department of Infor</b>	mation Technology, All	DELIVERY DATE REQ'D:					
	Using State Agencie	s, Municipalities, Political	4-6 Wee					
		rofits and Education	TERM OF CONTRACT: One Year with two six month extension options at the State's sole discretion					
	101 East River Drive							
			AGENCY REQUISITION NUMBER: ITD00002286					
	East Hartford, CT 0	6108		-				
IN	N STATE (NON-SB)	DAS CERTIFIED SMALL	Out of State	TOTAL CONTRACT				
CONTRACT VALUE BUSINESS CONTRACT VALUE								
	CONTRACT VALUE	Business Contract Value	CONTRACT VALUE	Award Value				

**NOTICE TO CONTRACTORS:** This notice of award is <u>not</u> an order to ship. The <u>using</u> agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

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

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

- <u>CASH DISCOUNTS:</u> Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ <u>PRICE BASIS:</u> Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

#### **CONTRACTOR INFORMATION:**

Company Name: **Telrepco Inc.** 

Address: 101 North Plains Industrial Road, Bldg. 5, Wallingford, CT 06492

Tel. No.: 800.537.0509 or 203.284.5226 Fax No.: 203.294.6051 Contract Value: \$1,764,950.00

Contact Person: Roseann Mayo Vendor ID #: 0000043781 Delivery: 4-6 Weeks ARO

Certification Type: MBE Terms: Net 45 Days Supply to Political Sub-Divisions: YES

(SBE,MBE, WBE or None)

Company E-mail Address: rmayo@telrepco.com www.telrepcopcstore.com

APPROVED

Diane S. Wallace, Chief Information Officer

(Original Signature on Document in Procurement Files)

Date Issued: March 14, 2007

#### **AWARD SCHEDULE**

SP-16A Rev. 03/06

# STATE OF CONNECTICUT

**DOIT - CONTRACTS & PURCHASING DIVISION** 

Award Number 07ITZ0013

Purchasing Contact: Elizabeth Basso, PSO II

Telephone Number: (860) 622-2037

E-Mail Address:

elizabeth.basso@ct.gov

# SCHEDULE

07ITZ0013

CONTRACT AWARD DATE						
March 14, 2007						
DELIVERY 4 – 6 Weeks A.R.O.						
PAYMENT TERMS	CASH DISCOUNT					

	VENDOR NAME:
Pricing includes all transportation charges FOB State Agency.	Telrepco Inc.
Page 1 OF 9	VENDOR ID#: <b>0000043781</b>

Department of Information Technology is issuing this contract award On behalf of

All Using State Agencies, Municipalities, Political Sub-Divisions, Non-Profits and Education for

Panasonic Ruggedized Laptops
Price includes equipment, delivery and warranty.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICE	Estimated QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1a.	Panasonic Toughbook CF-19 TOUCHSCREEN VERSION Ruggedized Laptop Computers	100 (to be ordered on an as needed basis)	Each	\$2,895.00	\$289,500.00
1b.	Panasonic Toughbook CF-19 TABLET/PC VERSION Ruggedized Laptop Computers	1	Each	2,995.00	2,995.00
2.	Panasonic Toughbook CF-30CAQAZBM Ruggedized Laptop Computers	400 (to be ordered on an as needed basis)	Each	3,565.00	1,426,000.00
3a.	Toughbook Arbitrator Mobile Digital Video System ARBTR-KIT-SI for use with either model Incl. CONS 2.5 Backend Video Mgmt. Software	10	Each	4,945.00	49,450.00
3b.	Upgrade to ARB External Control Panel Model CPKIT Must be ordered at time of purchase of ARBTR-KIT-SI	1	Each	335.00	335.00

# STATE OF CONNECTICUT

**DOIT - CONTRACTS & PURCHASING DIVISION** 

Award Number 07ITZ0013

### **OPTIONS LIST FOR PANASONIC TOUGHBOOK 19**

	ITEM	OPTIONS	Estimated	UNIT OF	UNIT	TOTAL
	#	(may or may not be purchased)	QTY	MEASURE	PRICE	PRICE
4	CF-19	Two Year Warranty Extension (Years 4 and 5)	1	Each	\$395.00	\$395.00
5	CF-19	Mobile Printer: Pentax PocketJet 3 Kit #205570 (Bluetooth Wireless Option add \$85.00) Kit Includes PJ3, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty	1	Each	315.00	315.00
6	CF-19	Mobile Printer: Pentax PocketJet 3 PLUS Kit #205571 (Bluetooth Wireless Option add \$85.00) Kit Includes PJ3 PLUS, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty	1	Each	389.00	389.00
7	CF-19	Bar Code Scanner Indicate Scanner Model being offered: Model#CR2012G-HX-B2-RX- C0-F1 Name: Code Reader	1	Each	465.00	465.00
8	CF-19	Upgrade to CR3012-HX-B2-RX-C0-F1 (Bluetooth Wireless Option add \$100.00) Code Reader 3.0 Bar Code Scanner	1	Each	150.00	150.00
9	CF-19	512MB Memory Upgrade CFWMBA5512	1	Each	125.00	125.00
10	CF-19	1GB Memory Upgrade CFWMBA501G	1	Each	275.00	275.00

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11	CF-19	Sealed Rubber LED Back Lit Keyboard CF-WKB191M	1	Each	\$275.00	\$275.00
12	CF-19	Integrated Bluetooth Wireless Module BLTHCF19	1	Each	Incl.	Incl.
13	CF-19	Integrated EDVO Verizon Modem Module EDVOVERMODCF19	1	Each	600.00	600.00
14	CF-19	Integrated EDGE Cingular Modem Module HSDPAMODCF19	1	Each	600.00	600.00
15	CF-19	Integrated GPS Module GPSMODCF19	1	Each	400.00	400.00
16	CF-19	External CDRW Drive Combo DVD USB CF-VDRRT3U (Panasonic)	1	Each	305.00	305.00
17	CF-19	External USB Floppy Drive CFVFDU03W	1	Each	165.00	165.00
18	CF-19	External CDRW/DVD Combo USB Drive DW552GA/KIT/USB2	1	Each	125.00	125.00
19	CF-19	Touch Replacement Stylus CFVNP003U	1	Each	7.50	7.50
20	CF-19	Stylus Pen with Tether hole, large size for CF-19 Touchscreen CFVNP004U	1	Each	9.50	9.50
21	CF-19	Large Digitizer Stylus Pen for CF-19 TABLET CFVNP005U	1	Each	35.00	35.00
22	CF-19	Tablet Stylus (for Digitizer) CFVNP006U	1	Each	30.00	30.00
23	CF-19	Large Stylus Pen (for Digitizer) CFVNP010U	1	Each	28.00	28.00
24	CF-19	Vehicle Mount Port Replicator CF-WEB184A (Panasonic)	1	Each	365.00	365.00
25	CF-19	Desktop Port Replicator CFVEB181U	1	Each	295.00	295.00
26	CF-19	GJ Vehicle Docking Station NPCF19	1	Each	525.00	525.00
27	CF-19	LI-Ion Battery for CF-18 CF-VZSU30BU	1	Each	135.00	135.00
28	CF-19	Lithium Ion Battery Pack for CF- 19 CFVZSU48U	1	Each	135.00	135.00

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#### **DOIT - CONTRACTS & PURCHASING DIVISION**

Award Number 07ITZ0013

29	CF-19	Battery Charger CFVCBTB1U	1	Each	\$160.00	\$160.00
30	CF-19	Auto DC Charger PA1555-655	1	Each	99.00	99.00
31	CF-19	Lind Auto Power Adapter with lighter plug and lead wire connectors PA1650-1253	1	Each	110.00	110.00
32	CF-19	Auto Adapter for Panasonic Toughbook 19 PA1555-655	1	Each	99.00	99.00
33	CF-19	AC Power Adapter for CF-18 CFAA1623AM	1	Each	65.00	65.00
34	CF-19	AC Adaptor for CF-19 CFAA1633AM	1	Each	65.00	65.00
35	CF-19	LCD Protector 10.4" for CF-19 Touchscreen CFVPF08U	1	Each	68.00	68.00
36	CF-19	LCD Protector 10.4" for CF-19 TABLET/Digitized CFVPF06U	1	Each	68.00	68.00
37	CF-19	Field Mate Case "Always On" CFFM19	1	Each	79.00	79.00
38	CF-19	ComFolio Universal Carrying Case (large capacity) CFCOMUNIV	1	Each	85.00	85.00
39	CF-19	ComFolio Universal Jr. Carrying Case CFCOMUNIVJR	1	Each	55.00	55.00

## **OPTIONS LIST FOR PANASONIC <u>TOUGHBOOK 30</u>**

	ITEM #	OPTIONS (may or may not be purchased)	Estimated OTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
40	CF-30	Two Year Warranty Extension	1	Each	\$395.00	\$395.00
		(Years 4 and 5)				
41	CF-30	Mobile Printer: Pentax PocketJet	1	Each	315.00	315.00
		3 Kit #205570				
		(Bluetooth Wireless Option add				
		\$85.00) Kit Includes PJ3, 200				
		DPI Engine, AC Adapter				
		Charger, 110V Power Cable, 100				
		Sheets Letter Thermal Paper,				
		Manual, Battery, Case, Head				
		Cleaner, Driver Disk, USB				
		Cable, 1 yr. mfr. warranty				

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CF-30	Mobile Printer: Pentax PocketJet	1	Hach	* * * * U   III	# * * * U IIII
	3 PLUS	1	Each	\$389.00	\$389.00
	· •				
	*				
	,				
	110V Power Cable, 100 Sheets				
	Letter Thermal Paper, Manual,				
	Battery, Case, Head Cleaner,				
	Driver Disk, USB Cable, 1 yr.				
	mfr. warranty				
CF-30		1	Each	1,795.00	1,795.00
	-				
CE 30	·	1	Fach	365.00	365.00
CI-30	10	1	Lacii	303.00	303.00
CF-30	Sealed Rubber LED Back Lit	1	Each	250.00	250.00
	Keyboard				
	P/N CF-WKB291AM				
CF-30	Integrated Bluetooth Wireless	1	Each	Incl.	Incl.
CF-30		1	Each	600.00	600.00
CE 20		1	To all	(00.00	(00.00
CF-30	_	1	Lacn	000.00	600.00
CF-30		1	Each	400 00	400.00
C1 30		1	Each	400.00	400.00
CF-30		1	Each	125.00	125.00
	Module				
	CFWMBA5512				
CF-30	1GB Memory Upgrade Module	1	Each	275.00	275.00
	CFWMBA501G				
CF-30	Vehicle Mount Port Replicator	1	Each	345.00	345.00
	CF-WEB301M				
CF-30	Desktop Docking Station	1	Each	265.00	265.00
	CFVEB272A2W				
	CF-30 CF-30 CF-30 CF-30 CF-30	Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty  CF-30 Bar Code Scanner Indicate Scanner Model being offered: Model#MC7090- PKODJQFA7WR Name: Motorola/Symbol  CF-30 Upgrade to MC9090- KK0HJEFA6WR Must be ordered at time of purchase of MC70  CF-30 Sealed Rubber LED Back Lit Keyboard P/N CF-WKB291AM  CF-30 Integrated Bluetooth Wireless Module for CF 30 BLTHCF30  CF-30 Integrated EDVO Verizon Modem Module HSDPAMODCF30  CF-30 Integrated EDGE Cingular Modem Module EDGEMODCF30  CF-30 Integrated GPS Module GPSMODCF30  CF-30 S12MB Memory Upgrade Module CFWMBA5512  CF-30 IGB Memory Upgrade Module CFWMBA501G  CF-30 Vehicle Mount Port Replicator CF-WEB301M  CF-30 Desktop Docking Station	(Bluetooth Wireless Option add \$85.00) Kit Includes PJ3 PLUS, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty  CF-30 Bar Code Scanner Model being offered: Model#MC7090- PKODJQFA7WR Name: Motorola/Symbol  CF-30 Upgrade to MC9090- KK0HJEFA6WR Must be ordered at time of purchase of MC70  CF-30 Sealed Rubber LED Back Lit Keyboard P/N CF-WKB291AM  CF-30 Integrated Bluetooth Wireless Module for CF 30 BLTHCF30  CF-30 Integrated EDVO Verizon Modem Module HSDPAMODCF30  CF-30 Integrated EDGE Cingular Modem Module EDGEMODCF30  CF-30 Integrated GPS Module GPSMODCF30  CF-30 Integrated GPS Module GPSMODCF30  CF-30 Integrated GPS Module GPSMODCF30  CF-30 Integrated Memory Upgrade Module CFWMBA5512  CF-30 Vehicle Mount Port Replicator CF-WEB301M  CF-30 Desktop Docking Station 1	(Bluetooth Wireless Option add \$85.00) Kit Includes PJ3 PLUS, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty  CF-30 Bar Code Scanner Model being offered: Model#MC7090- PKODJQFA7WR Name: Motorola/Symbol  CF-30 Upgrade to MC9090- KKOHJEFA6WR Must be ordered at time of purchase of MC70  CF-30 Sealed Rubber LED Back Lit Keyboard P/N CF-WKB291AM  CF-30 Integrated Bluetooth Wireless Module for CF 30 BLTHCF30  CF-30 Integrated EDVO Verizon Modem Module HSDPAMODCF30  CF-30 Integrated EDGE Cingular Modem Module EDGEMODCF30  CF-30 Integrated GPS Module GPSMODCF30  CF-30 Integrated GPS Module CF-30 Integrated GPS Module GPSMODCF30  CF-30 Integrated FOR South Integrated FOR South Integrated FOR South Integrated Integrated FOR South Integrated FOR Sout	(Bluetooth Wireless Option add \$85.00)  Kit Includes PJ3 PLUS, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Thermal Paper, Manual, Battery, Case, Head Cleaner, Driver Disk, USB Cable, 1 yr. mfr. warranty  CF-30 Bar Code Scanner 1 Each 1,795.00 Indicate Scanner Model being offered: Model#MC7090-PKODJQFA7WR Name: Motorola/Symbol  CF-30 Upgrade to MC9090- 1 Each 365.00 KK0HJEFA6WR Must be ordered at time of purchase of MC70  CF-30 Sealed Rubber LED Back Lit Keyboard P/N CF-WKB291AM  CF-30 Integrated Bluetooth Wireless Module for CF 30 BLTHCF30  CF-30 Integrated EDVO Verizon Modem Module HSDPAMODCF30  CF-30 Integrated EDGE Cingular Modem Module EDGEMODCF30  CF-30 Integrated GPS Module 1 Each 600.00 GPSMODCF30  CF-30 S12MB Memory Upgrade Module CFWMBA5512  CF-30 IGB Memory Upgrade Module CFWMBA5512  CF-30 Vehicle Mount Port Replicator CF-WEB301M  CF-30 Desktop Docking Station 1 Each 265.00

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54	CF-30	Auto Adapter for Panasonic Toughbook 30 PA 1555-655	1	Each	\$99.00	\$99.00
55	CF-30	MIL461 Compliant AC Adaptor for CF30 CFAA1653AM	1	Each	49.00	49.00
56	CF-30	AC Power Adapter for CF30 CFAA1653AM	1	Each	49.00	49.00
57	CF-30	LCD Protector 13.3" PS200 Third Party Manufacturer	1	Each	20.00	20.00
58	CF-30	LCD Protector 13.3 CFVPF03U Panasonic	1	Each	68.00	68.00
59	CF-30	Stylus Pen with Tether Hole (replacement) CFVNP004U	1	Each	9.50	9.50
60	CF-30	External USB Floppy Drive CFVFDU03W	1	Each	165.00	165.00
61	CF-30	External CDRW Drive Combo DVD USB	1	Each	125.00	125.00
62	CF-30	DVD-Multi Drive (DVD-RAM/DVD-ROM/DVD- RW/CD-R/CD-ROM/CD-RW) CFVDM301U	1	Each	475.00	475.00
63	CF-30	Combo Drive (DVD-ROM/CD-RW) CFVDR301U	1	Each	235.00	235.00
64	CF-30	Multi Media Pocket Battery Pack for CF29 ONLY CFVZSU1428W	1	Each	175.00	175.00
65	CF-30	Battery Charger CFVCBTB1U	1	Each	160.00	160.00
66	CF-30	LI-Ion Battery for CF30 CF-VZSU46U	1	Each	168.00	168.00
67	CF-30	Lithium Ion Battery Pack Multi- Media Bay CFVZSU1430U	1	Each	175.00	175.00
68	CF-30	Lithium Ion Battery Pack CFVZSU46U	1	Each	168.00	168.00
69	CF-30	ComFolio Universal Carrying Case (Large Capacity) CFCOMUNIV	1	Each	85.00	85.00

#### AWARD SCHEDULE

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70	CF-30	ComFolio Universal Jr. Carrying	1	Each	\$55.00	\$55.00
		Case				
		CFCOMUNIVJR				
71	CF-30	ToughMate Nylon Sling	1	Each	55.00	55.00
		Carrying Case				
		CFTM29 for CF29/30				

## PANASONIC TOUGHBOOK ARBITRATOR ACCESSORIES

ITEM	OPTIONS	Estimated	UNIT OF	UNIT	TOTAL
#	(may or may not be purchased)	QTY	MEASURE	PRICE	PRICE
72	4GB P2 High Performance Card	1	Each	\$515.00	\$515.00
73	DVCPRO HD/50/25 P2 Drive with	1	Each	2,350.00	2,350.00
	IEEE 1394 and USB 2.0 Interface				
74	Wireless Microphone Transmitter,	1	Each	215.00	215.00
	Lavalier Microphone, Battery				
75	Extra Wireless Microphone Plus	1	Each	450.00	450.00
	Receiver				

# PANASONIC TOUGHBOOK MOBILE MOUNTING SOLUTIONS AND ACCESSORIES

	ITEM	OPTIONS	Estimated	UNIT OF	UNIT	TOTAL
	#	(may or may not be	QTY	MEASURE	PRICE	PRICE
		purchased)				
76	CF19/30	Center Console Mounting	1	Each	\$295.00	\$295.00
		Solution #2119				
		(for Ford Crown Victoria)				
77		EXT-10 Extension 10" Post	1	Mount	20.00	20.00
78		Universal Locking Tray for	1	Mount	30.00	30.00
		CF29/30				
79		Universal Locking Tray for	1	Mount	40.00	40.00
		CF18/19				
80	CF19/30	Center Console Mounting on	1	Each	285.00	285.00
		Floor near dash Solution #2118				
		(for Ford Crown Victoria)				
81		EXT-10 Extension 10" Post	1	Mount	20.00	20.00
82		Universal Locking Tray for	1	Mount	30.00	30.00
		CF29/30				
83		Universal Locking Tray for	1	Mount	40.00	40.00
		CF18/19				
84	CF19/30	Center Console Mounting on	1	Each	325.00	325.00
		Floor near dash Solution #6115				
		(for Ford Crown Victoria)				

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#### **DOIT - CONTRACTS & PURCHASING DIVISION**

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85		Upgrade to Double Pivot Arm	1	Mount	\$50.00	\$50.00
86		Universal Locking Tray for CF29/30	1	Mount	30.00	30.00
87		Universal Locking Tray for CF18/19	1	Mount	40.00	40.00
88	CF19/30	Over Console Mounting System With swing arm, tilt and swivel, includes locking tray for CF19/30, attached to existing console CONSOLEMNT	1	Each	295.00	295.00
89	CF19/30	Low Profile Mounting System With swing arm, tilt and swivel, includes locking tray for CF19/30 LOWPROFILEMNT	1	Each	330.00	330.00
90	CF19/30	Tall Pedestal Post Mounting System With swing arm, tile and swivel, includes locking tray for CF19/30 TALLPEDMNT	1	Each	395.00	395.00
91	CF19/30	No Drill Pedestal (Under Seat) Post Mounting System With swing arm, tilt and swivel, includes locking tray for CF19/30 NODRILLPEDMNT	1	Each	375.00	375.00
92	CF19/30	Side Post Mounting System Universal hole alignment, with swing arm, tilt and swivel, includes locking tray for CF19/30 SIDEPOSTMNT	1	Each	350.00	350.00
93	CF19/30	Slide Tray Mounting System With tilt and swivel, includes locking tray for CF19/CF30 SLIDEMNT	1	Each	295.00	295.00
94	CF-19	TABLET/PC Mounting System Short post or over console bracket, multi position tilt/swivel with locking tray FOR CF-19 ONLY TABMNT	1	Each	325.00	325.00
95	ARB- CP Model	ARB Control Panel Mounting System Attaches to vehicle dash,	1	Each	92.50	92.50

#### AWARD SCHEDULE

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		ceiling, engine cover, etc. HINT-125				
96	ARB- CP Model	ARB Control Panel Mounting System Attaches to vehicle flat surfaces or existing console track HINT-155	1	Each	\$114.00	\$114.00
97	Pentax PJ Series	Pentax PJ Mounting Solution Doubles as an arm rest, attaches to any existing console track or flat surface PJARMRESTMNT	1	Each	250.00	250.00
98	Pentax PJ Series	Pentax PJ Mounting Solution Installs within vehicle glove box for Crown Vic vehicles ONLY PJGLOVEBOXMNT	1	Each	185.00	185.00

ITEM	OPTIONS	Estimated	UNIT OF	UNIT	TOTAL
#	(may or may not be purchased)	QTY	MEASURE	PRICE	PRICE
	Include (list) all other additional				
	accessories available for CF19, CF30,				
	Arbitrator, Printer, etc.:				
	PER ATTACHED ACCESSORIES				
	PRICE LIST				

This will be a Total Award of Approx. \$1,764,950.00

#### AWARD SCHEDULE

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# STATE OF CONNECTICUT

**DOIT - CONTRACTS & PURCHASING DIVISION** 

Award Number

07ITZ0013

#### **Vendor Contact: Roseann Mayo**

Address: 101 N. Plains Ind. Road, Wallingford, CT 06492

Phone: <u>203.284.5226</u> FAX: <u>203.294.6051</u> E-mail: <u>rmayo@telrepco.com</u>

#### Representative that will Service Panasonic Ruggedized Laptops:

Name: Telrepco Inc./Roseann Mayo

Address: 101 N. Plains Ind. Road, Wallingford, CT 06492

Phone: 203.284.5226 Fax: 203.294.6051 E-mail: rmayo@telrepco.com

#### **NOTES:**

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions

2. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warrantee. All hardware components and software <u>must be</u> installed and configured before delivery. Everything must be Year 2000 Compliant.

All correspondence regarding this contract award must be in writing and submitted to:

Elizabeth Basso, PSO II, Contract Award # **07ITZ0013**DOIT - Contract & Purchasing Division
101 East River Drive, 4th Floor
East Hartford, CT 06108

TELREPCO IN	NC .				
ADDITIONAL	ACCESSORIES FOR CF-19, CF-30,	ADDITEATOR DEA	ITAY DDINTED DAD	CODE SCANNE	:D ETC
ADDITIONAL	ACCESSORIES FOR CF-19, CF-30,	ARBITRATOR, PER	HAA PRINTER, BAR	JODE SCANNE	REIG
Additional	Include (list) all other additional				
Accessories	accessories available for CF-19,				
	CF-30, Arb., Printer, Etc:				
1	Description	Fall-rated Offi	Unit of Measure	III-i4 Balas	Fare-value (IS)
Item #	Description	Estimated Qty	Offic of Weasure	Unit Price	Extended Price
CF-19	LOD Dueto stand 40 4ll for OF40				
CF-19	LCD Protector 10.4" for CF19 Touchscreen (3rd Party MFG)				
	PS1000	1	Each	\$20.00	\$20.00
CF-19	PDRC External Display Only	•	Lacii	Ψ20.00	Ψ2.0.00
0. 10	CF-VDL02BM	1	Each	\$1,750.00	\$1,750.00
CF-19	PDRC External Display w/Backlit				
	Keyboard, Rubber Type				
	CF-VDL02MKBF	1	Each	\$1,975.00	\$1,975.00
CF-19	PDRC External Display w/Backlit				
	Keyboard, Emmissive Type CF-VDL02BMKB	1	Each	\$1,975.00	¢1 075 00
CF-30	External USB Backlit Keyboard		Lacii	\$1,975.00	\$1,975.00
0, 00	EXTUSBKYBRD	1	Each	\$275.00	\$275.00
CF-19	Vehicle Docking Station TuffDock				
	by Ledco				
	DS-CF18X	1	Each	\$525.00	\$525.00
CF-19	USB Dc Powered Hub 7-Port 480Mbps 10-28V by DIGI				
	301-1010-72	1	Each	\$148.00	\$148.00
CF-19	001 1070 72		Lacii	\$140.00	\$140.00
	USB Hub 7-Port by Hint Peripheral				
	USB-HUB-701-12V	1	Each	\$135.00	\$135.00
CF-19	Charge Guard Power Delay Timer				
	by Charge Guard CG-MP	4	F 1-	<b>#75.00</b>	<b>47</b>
CF-19	Power Guardian Power Delay	1	Each	\$75.00	\$75.00
C1 - 19	Timer by Hint Peripheral				
	PG1017	1	Each	\$75.00	\$75.00
CF-19	MDWD 10.4" XGA, 802.11b+g,				
	Bluetooth 1.2, 64mb ROM				
	CF-08TX1BX1M	1	Each	\$1,750.00	\$1,750.00
Item#	Description	Fotimeted Oty	Unit of Magazina	Hair Dalas	F. A. L. J. D. S.
	Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
CF-30	DDDC External Display Only				
CF-30	PDRC External Display Only CF-VDL02BM	1	Each	\$1,750.00	¢4.750.00
CF-30	PDRC External Display w/Backlit		Lauii	\$1,750.00	\$1,750.00
0, 00	Keyboard, Rubber Type				
	CF-VDL02MKBF	1	Each	\$1,975.00	\$1,975.00
CF-30	PDRC External Display w/Backlit				
	Keyboard, Emmissive Type				
OF 00	CF-VDL02BMKB	1	Each	\$1,975.00	\$1,975.00
CF-30	External USB Backlit Keyboard EXTUSBKYBRD	4	Faab	#07F 00	<b>#075.00</b>
CF-30	Vehicle Docking Station TuffDock	1	Each	\$275.00	\$275.00
J. 00	by Ledco				
	DS-CF29X	1	Each	\$525.00	\$525.00

CF-30	USB Dc Powered Hub 7-Port 480Mbps 10-28V by DIGI				
	301-1010-72	1	Each	\$148.00	\$148.00
CF-30	USB Hub 7-Port by Hint Peripheral USB-HUB-701-12V	1	Each	\$135.00	\$135.00
CF-30	Charge Guard Power Delay Timer by Charge Guard CG-MP	1	Each	\$75.00	\$75.00
CF-30	Power Guardian Power Delay Timer by Hint Peripheral PG1017	1	Each	\$75.00	\$75.00
CF-30	Vehicle Docking Station w/single high gain wireless for CF30 only CF-WEB301MA	1	Each	\$425.00	\$425.00
CF-30	Vehicle Docking Station w/dual high gain wireless for CF30 only CF-WEB301MB	1	Each	\$475.00	\$475.00
CF-30	Vehicle Docking Station w/dual high gain wireless for CF29 & CF30 CF-WEB2912	1	Each	\$495.00	\$495.00
CF-30	Vehicle Docking Station w/power no RF for CF30, Ledco DS-CF29X	1	Each	\$575.00	\$575.00
CF-30	Vehicle Docking Station w/power no RF for CF30, Gamber Johnson NP-PANDOCK	1	Each	\$575.00	\$575.00
CF-30	Auto DC Adapter w/Lighter Plug & Lead Wire Connectors PA1650-1253	1	Each	\$110.00	\$110.00
CF-30	Hard Drive 80gb w/HDD Casing for CF30 HDDCF30KIT	1	Each	\$350.00	\$350.00
CF-30	MDWD 10.4" XGA, 802.11b+g, Bluetooth 1.2, 64mb ROM CF-08TX1BX1M	1	Each	\$1,750.00	\$1,750.00
Item#	Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
Arbitrator					
ARB	4GB P2 High Performance Card AJ-PC004HG	1	Each	\$515.00	\$515.00
ARB	DVCPRO HD/50/25 P2Drive w/IEEE 1394, USB 2.0 Interface AJ-PCD20P	1	Each	\$2,350.00	\$2,350.00
ARB	Wireless Microphone Transmitter, Lavalier Microphone, Battery TDSS-900T-PNA	1	Each	\$215.00	\$215.00
ARB	Extra Wireless Microphone Plus Receiver TDSS-900-PNA	1	Each	\$450.00	\$450.00
ARB	Extended 2yr Warranty for ARB CF-SVCARBEX2	1	Each	\$610.00	\$610.00

Item#	Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
	Pentax PocketJet 3 / 3Plus Extended 2yr w/HOT SWAP, must be ordered at time of sale of printer 205006-001	1	Each	\$49.95	\$49.95
CF-19 / CF-30	Thermal Letter Size Sheet Paper, 48ea x 100ct (CS) 201960	1	Case	\$384.00	\$384.00
CF-19 / CF-30	Thermal Paper Rolls 6pk 202834 Pentax PocketJet 3 / 3Plus	1	6pk	\$42.00	\$42.00
CF-19 / CF-30	203283 Pentax PocketJet 3 / 3Plus	1	Each	\$99.00	\$99.00
CF-19 / CF-30	205581 Pentax PocketJet 3 / 3Plus Vehicle Paper Roll Holder	1	Each	\$12.00	\$12.00
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus USB 10ft Cable	<u> </u>	Each	\$10.00	\$10.00
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus USB 3ft Cable 205522	1			
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus Driver Disk 205573	1	Each	\$6.50	\$6.50
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus DC Adapter, bare wire lead 205578	1	Each	\$19.00	\$19.00
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus DC Adapter, lighter plug 205579	1	Each	\$19.00	\$19.00
CF-19 / CF-30	Pentax PocketJet 3 / 3Plus Battery 205526	1	Each	\$30.00	\$30.00
	Only 205537	1	Each	\$305.00	\$305.00
CF-19 / CF-30 CF-19 / CF-30	205525 Pentax PocketJet 3 Engine Only 20face State of the Control	1	Each	\$245.00	\$245.00
Printer	Pentax Model Accy's Pentax PocketJet 3 Engine Only				
Item#	Description	Estimated Qty	Unit of Measure	Unit Price	Extended Price
	ARBTR-KIT-SI) ARBCPKIT	1	Each	\$335.00	\$335.00
	added to order upon purchase of ARBTR-KIT-SI. Note: CP model option includes CMS 2.5 Backend Video Mgmt Software. (Pricing upgrade offered from \$4945.00				
ARB	Arbitrator External Control Panel Kit MK1.5, use with laptop or as a standalone solution, must be				

Scanner /	Motorola / Symbol Model				
Mag Swipe	MC70 Upgrades and				
Reader	Accy's				
CF-19 / CF-30	Motorola / Symbol MC70 Series GPRS Upgrade, must be ordered at time of scanner purchase SYMGPRSMODMC70	1	Each	\$330.00	\$330.00
	Motorola / Symbol MC70 Series Snap On Magnetic Card Swipe Reader MSR7000-100R	1	Each	\$190.00	\$190.00
CF-19 / CF-30	Motorola / Symbol MC70 Series 3yr Bronze Service Warranty SSB-MC70XX-30	1	Each	\$299.00	\$299.00
CF-19 / CF-30	Motorola / Symbol MC70 Series Cradle 1-slot / Kit includes: USB &Serial Cable, AC Line Cord & P/S (requires Comm CBL p/n-25-68596- 01R) CRD7000-100RR	1	Each	\$165.00	\$165.00
CF-19 / CF-30	USB Communications Cable from MC70 1-slot Cradle to Laptop 25-68596-01R	1	Each	\$15.00	\$15.00
CF-19 / CF-30	Motorola / Symbol MC70 Series 4- slot Ethernet Cradle (requires PWR, DC CBL, AC Cord) CRD7000-4000ER	1	Each	\$435.00	\$435.00
CF-19 / CF-30	Power Supply for MC70 4-slot Cradle 50-14001-004R	1	Each	\$75.00	\$75.00
CF-19 / CF-30	DC Power Cable for MC70 4-slot Cradle 50-16002-029R	1	Each	\$35.00	\$35.00
CF-19 / CF-30	AC Line Cord for MC70 4-slot Cradle 23844-00-00R	1	Each	\$10.00	
CF-19 / CF-30	USB/Charging Cable for MC70 to Laptop				\$10.00
CF-19 / CF-30	25-70981-01R DC Auto Charger w/Lighter Plug Connector for MC70	1	Each	\$50.00	\$50.00
CF-19 / CF-30	25-70979-01R Motorola / Symbol MC70 Series Spare 1x Battery BTRY-MC70EAB00	1	Each Each	\$125.00 \$60.00	\$125.00 \$60.00
CF-19 / CF-30	Motorola / Symbol MC70 Series Spare 2x Battery (Requires KT- 79429-01R) BTRY-MC70EAB02	1	Each	\$95.00	\$95.00
CF-19 / CF-30	Motorola / Symbol MC70 Series 2x Battery Door w/strap KT-79429-01R	1	Each	\$25.00	\$25.00
CF-19 / CF-30	Motorola / Symbol MC70 Series Snap On Handle, Pistol Grip 21-70982-01R	1	Each	\$125.00	\$125.00
Scanner	Motorola / Symbol Model MC9000 Upgrades and Accy's			7120.00	ψ120.00

	<u></u>				
CF-19 / CF-30					
	Motorola / Symbol MC9000 Series				
	GPRS Upgrade, must be ordered				
	at time of scanner purchase				
	SYMGPRSMODMC9000	1	Each	\$365.00	\$365.00
CF-19 / CF-30	1				
	Snap On Magnetic Card Swipe				
	Reader				
	MSR9000-100R	1	Each	\$225.00	\$225.00
CF-19 / CF-30	1				
	Motorola / Symbol MC9000 Series				
	3yr Bronze Service Warranty				
	SSB-MC909XSK-30	1·1	Each	\$230.00	\$230.00
CF-19 / CF-30	· · · · · · · · · · · · · · · · · · ·				
	Cradle 1-slot (Requires USB				
	Host Cable, AC Line Cord, P/S, &				
	Comm CBL)				
	CRD9000-1001SR	1	Each	\$185.00	\$185.00
CF-19 / CF-30	USB Cable from MC9000 Series				
	1-slot Cradle to Laptop				
	25-64396-01R	1	Each	\$15.00	\$15.00
CF-19 / CF-30		1	Laci	Ψ13.00	Ψ13.00
01 137 01 00	slot Cradle				
	50-14000-148R	1	Each	\$45.00	¢45.00
CF-19 / CF-30	1	I	Lacii	Ψ43.00	\$45.00
01-107-01-00	1-slot Cradle				
	23844-00-00R	1	Each	\$10.00	<b>#</b> 40.00
CF-19 / CF-30	23044-00-0010	<u> </u>	Caun	\$10.00	\$10.00
CI-197 CI-30	Motorola / Symbol MC9000 Series				
	4-slot Ethernet Cradle (requires				
	PWR, DC CBL, AC Cord)				
	CRD9000-4001ER	1	F1-	<b>#</b> 505.00	<b>4505.00</b>
CF-19 / CF-30		1	Each	\$525.00	\$525.00
CF-19 / CF-30	slot Cradle				
	50-14001-004R	4	□ I-	<b>\$75.00</b>	<b>A</b> == 0.0
CF-19 / CF-30	DC Power Cable for MC9000	1	Each	\$75.00	\$75.00
OI18 / OF-30	Series 4-slot Cradle				
	50-16002-029R	1	F 1-	<b>#05.00</b>	<b>^</b>
CF-19 / CF-30	DC Auto Charger w/Lighter Plug	<u> </u>	Each	\$35.00	\$35.00
OF-18 / OF-30	Connector for MC9000				
	1	4	F1-	2405.00	
OF 10 / OF 22	VCA9000-12 Motorola / Symbol MC9000 Series		Each	\$125.00	\$125.00
CF-19 / CF-30					
	Spare Battery	4		00	<b>.</b>
	KT-21-61261-01	1	Each	\$85.00	\$85.00



SKU: CF-19C Model Series

Price: \$2,895.00 Touchscreen Version

Price: \$2,995.00 Tablet/PC Version

# Panasonic Toughbook Tablet/PC Model CF-19 (Fully Rugged), Standard Configuration:

- Processor- Intel Core Duo U2400 Centrino 1.06GHZ / 2MB L2 cache-, No Fans for Cooling
- Memory- 512MB SDRAM DDR2, expandable to 4096MB
- Display- Touchscreen PC Version: 10.4" 1024x768 XGA Transmissive,
   470 NitBrightness daylight-readable Touchscreen TFT Active Matrix Color LCD.
   Display- Digitized Tablet PC Version: 10.4" 1024x768 XGA Transmissive,
   550 NitBrightness daylight-readable Touchscreen TFT Active Matrix Color LCD. Intel
   945GM Graphic Controller DVMT up to 128mb. Pre-Installed replaceable screen film for touchscreen protection.
- Storage- 80GB HDD (std)
- **Audio-** Sigmatel STAC9751 AC-97 v.2.2 Compliant Audio Codec, Integrated Speaker, Convenient keyboard volume and mute controls
- **Expansion Slots-** PCCARD Type II (x 1), Secure Digital (SD) Slot and Express Card/54 (x 1)
- **Keyboard-** 82 key w/dedicated Windows key, Pressure sensitive touchpad with vertical scrolling support, Active Digitizer or Touchscreen LCD
- Interface- Serial Port (Touchscreen / PC version only), USB 2.0 (x 2), Headphones/Speaker, Modem 56KB, External Video, 10/100 Ethernet, IEEE 1394a, Ext. Antenna Coax Connector (x 2), Microphone/Line in, Port Replicator
- Wireless LAN- Intel Pro/Wireless 3945ABG LAN connection a/b/g, Bluetooth v2.0 + EDR
- Wireless Security- Authentication: LEAP, WPA,802.1X, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- Power Supply- AC Adapter, AC 100V-240V 50/60Hz Auto Sensing/Switching
- Battery- Lithium Ion Rechargeable (10.65V, 5700mAh) (4.5 to 8 hrs)
- Power Management- Hibernation, Standby, ACPI Bios
- Software- Touchscreen PC Version: Windows XP Pro SP2, Setup, On-Line Reference Manual, Adobe Acrobat Reader, DMI Viewer, Panasonic Handwriting, Software Keyboard, Display Rotation Tool, Hard disk Data Erase Utility
   Software- Tablet PC Version: Windows XP Tablet PC Edition 2005, Setup, On-Line, Reference Manual, Adobe Acrobat Reader, DMI Viewer, Software Keyboard/Writing Pad, Display Rotation Tool, Hard Disk Data Erase Utility
- **Security Features-** 32-character Password Security: Supervisor & User, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 1.9"(H) x 8.5"(D) x 10.7"(W) / 5lbs.



SKU: CF-30CAQAZBM

Price: \$3,565.00

Panasonic Toughbook Notebook Model CF-30 (Full-Rugged),

## Standard Configuration:

- **Processor- Intel Core Duo L2400 Centrino1.66GHZ** / 2MB L2 cache, 667MHz FSB, No Fans for Cooling.
- Memory- 512MB SDRAM DDR2 (Std), expandable to 4096MB
- Display- 13.3" 1024x768 XGA Transmissive, 1,000 Nit Brightness TFT Active Matrix Color LCD, daylight-readable, Touchscreen, Intel 945GM Graphic Controller DVMT up to 128mb, Pre-Installed Touch Screen Protector
- **Audio-** Sigmatel STAC9751T AC-97 v2.1 Compliant Audio Codec / **integrated front facing speaker** and Convenient keyboard volume and mute controls
- Expansion Slots- PC Card Type II (x 1), Secure Digital (SD) Card and Express Card/54 x 1
- Storage- 80GB HDD (std)
- **Multimedia Pocket-** Will accept optional CDRW/DVD Combo, Multi Drive or 2<sup>nd</sup> Battery Pack
- Keyboard- 87 key, Pressure sensitive touchpad, Emissive Backlit Keyboard
- Interface- Serial, Port Replicator, Headphones/Speaker, Modem 56KB, External Video, Microphone/Line in, 10/100/1000 Ethernet, USB 2.0 (x 3), IEEE 1394a, Ext. Antenna Coax Connector
- Wireless LAN- Intel Pro/Wireless 3945ABG LAN connection 802.11a/b/g, Bluetooth v2.0 + EDR
- Wireless Security- Authentication: LEAP, WPA,802.1x, EAP-TLS, EAP-FAST, PEAP / Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES / Slide on/off Switch
- Power Supply- AC Adapter, AC 100V-240V 50/60Hz, Auto Sensing/Switching
- **Battery** Lithium Ion Rechargeable (10.65V, 8.55Ah) with overcharge protection, Battery Operation: TBD hrs (with first battery), up to TBD hrs (with second battery)
- Power Management- Hibernation, Standby, ACPI Bios
- **Software-** Microsoft Windows XP Professional SP2, Setup, Diagnostics, DMI Viewer, On-Line Reference Manual, Adobe Acrobat Reader
- **Security Features** Password Security: Supervisor, User, Hard-Disk Lock, Cable Lock Slot, Trusted Platform Module (TPM) Security Chip v1.2
- Warranty- 3 Year Panasonic Warranty, Parts & Labor
- **Dimension & Weight-** 2.8"(H) x 11.3"(D) x 11.9"(W) / 9lbs., incl. battery



# Panasonic Arbitrator Mobile Digital Camera

SKU: ARBTR-KIT-SI

Price: \$4,945.00

#### Arbitrator Camera Kit Includes:

• ARB Camera Kit MK1.5, VPU w/SI, Digital Camera, Camera Mount, Digital Mic, GPS, Cabling, P2 Recorder, 4GB P2 Card, Front End Software. Insight Video Net CMS 2.5 Backend Video Management Software Included Warranty lyr MFG.

Upgraded to ARB External Control Panel Model CPKIT Upgrade Price: \$335.00 (Must be ordered at time of purchase of ARBTR-KIT-SI)



## CODE READER Bar Code Scanners

SKU: CR2012G-HX-B2-RX-C0-F1

Price: \$465.00 (Bluetooth Wireless option add \$100.00)

# Code Reader 2.0 Bar Code Scanner Standard Specifications:

- CR2 Batch (Store- Forward)
- The CR2 Batch version features a 1400mAh Lithium-Ion battery with a 11,000 scan / transmit. The unit features 8mb of non-volatile memory and automatically recharges when connected via the USB.
- Includes 1400mAh Battery, USB Cable, Nylon case w/Velcro & JavaScript License key(Bluetooth option includes CodeXML Router)

# Upgrade to SKU: CR3012-HX-B2-RX-C0-F1 Upgrade Price: \$150.00 (Bluetooth Wireless option add \$100.00) Code Reader 3.0 Bar Code Scanner Standard Specifications:

- CR3 Batch (Store- Forward)
- The CR3 Batch version features a 1950mAh Lithium-Ion battery. The unit features a 1.3MegaPixel dual-filed image collection engine, a 400MHz AMD Alchemy au1100 CPU and 4mb of non-volatile memory and automatically recharges when connected via the USB.
- Includes 1950mAh Battery, USB Cable, Nylon case w/Velcro & JavaScript License key, (Bluetooth option includes CodeXML Router)

101 North Plains Industrial Road Bldg. 5 Wallingford, CT 06492 Phone: 800-537-0509 Ask for Sales Fax: 203-294-6051

# **Code Readers in Law Enforcement Agencies**

code

Innovating Bar Code Technology



The use of bar codes for data collection has vastly improved processes within law enforcement. Using Code's CR2 or CR3 wireless or cabled Bar Code Readers enhances the benefits of eCitation, eCrash Reporting, Roadside Inspection, Chain-of-Custody and Asset Tracking systems.

Code Readers use advanced digital imaging technology to read bar codes. Code's Readers utilize Dynamic Optimization Technology (DOT) automatically improving the Reader's decode performance by continuously processing resolution, illumination, and image field settings, ensuring fast and efficient bar code reading. Reader firmware decodes the image and sends data to a software application residing either on a palm-held device or Mobile Data Terminal (MDT) residing in a nearby squad car, or to a host computer in an office setting.

Officers use Code's Readers as part of the eCitation, eCrash and Roadside Inspection processes, to read bar codes on driver licenses, vehicle registrations and vehicle identification numbers (VINs) through a windshield. The data is instantly decoded and can be wirelessly transmitted or sent via cabled connection to the MDT or palm-held device. The flexibility of the CR3 allows an officer to toggle between applications before reading bar codes or entering additional information. JavaScript commands prepare the data to be received by each specific application (including Aspen) without additional programming ensuring accurate data integration.



featuring

Administrative personnel and officers handling evidence use Code Readers to track Chain-of-Custody, by reading bar codes on evidence packaging and identification badges. CR3 has a realtime date stamp that becomes 'attached' to the scanned data, further supporting the process. Personnel responsible for Asset Tracking easily maintain identification and location of bar coded items by reading asset labels and tags and automatically updating information to databases.

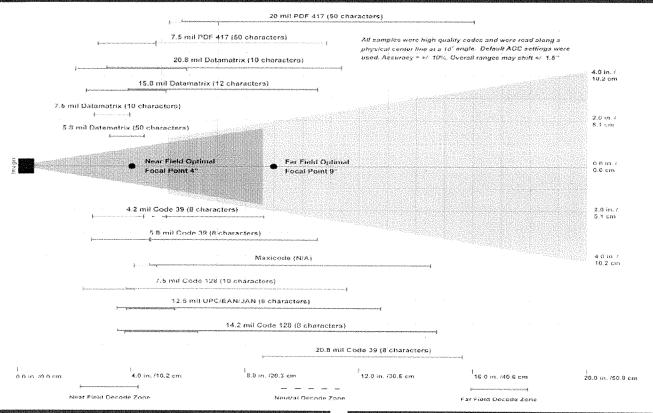
Code Readers ... Innovating Bar Code Technology within law enforcement agencies.

#### Code Reader Features & Benefits

- Readers are lightweight, small and ergonomically designed for mobility, maximizing space inside squad cars.
- Digital imaging technology, accompanied by DOT, enable Code's Readers to easily read all bar codes symbols.
- Two-way communication allows data to be sent back to the officer while outside the squad car, such as 'wants and warrants' information or a stolen vehicle notification.
- One-to-one Bluetooth™ transmission ensures data remains secure during wireless communications, without interference from WiFi or other wireless frequencies.
- Cabled or wireless Readers provide use-case options for specific procedures.
- Reader firmware prepares scanned data through JavaScript commands for integration into multiple software applications without any additional programming.
- Accessories available to further ruggedize Code Readers prolonging Reader life.



#### CR2 & CR3 Symbology Decode Diagram



#### **Physical Characteristics**

CR3 Dimensions: 1.6" H x 4.4" L x 1.8" W (4cm H x 11.2 cm L x 4.6 cm W)

CR3 Weight w/o Battery: 3.93 oz (112 gm) CR3 Display: 128 x 128 Monochrome

CR2 Dimensions: 1.3" H x 4.3" L x 1.8" W (3 3cm H x 10 9cm L x 4.6cm W)

CR2 Weight w/o Battery: 2.5 ox (71.5 gm)

Battery/Battery Blank Weight: 2.1 oz (60 gm) / .5 oz (13.6 gm)

#### **Performance Characteristics**

Field of View: Near: 21.5° horizontal by 16.2° vertical

Far: 22.9° horizontal by 11.6° vertical

Focal Point: Near: approximately 4"; Far: approximately 9"

Sensor: Progressive Scan CMOS 1 33 MP

(1024 x 1280) 256 level gray scale

Processor - RMI Alchemy Au1200™ 400 MHz

Optical Resolution: Near Field: 1024 x 640; Far Field: 1024 x 640

± 60 ° (from front to back)

Skew/Rotational Tolerance: ± 60 ° from plane parallel to symbol (side-to-side) / ± 180 °

25% (1-D symbologies) or 35% (PDF417) absolute dark/light Print Contrast Res.:

reflectance differential, measured at 650 nm Target Beam: Class 2M Visible Laser Diode at 630nm

Ambient Light Immunity: Sunlight: Up to 9,000 ft-candles/96,890 lux

Shock:

Withstands multiple drops of 4 ft (CR3) and 6 ft (CR2) to concrete CR3 Power Requirements: Reader @ 4.2Vdc - Peak (w/backlight) = 400mA;

Continuous Scan (w/backlight) = 350mA; Idle (no backlight) = 150mA; Sleep = 12mA; Power Off = 0 5uA; Bluetooth Radio @ 10m away at 4.2V; Continuous Scan (w/backlight) = 400mA; Peak

(w/backlight) = 525mA; Idle (no backlight) = 250mA

CR2 Power Requirements: Reader @ Svdc (mA) - Typical = 140; Peak = 310; Idle = n/a;

Sleep = 3; Bluetooth Radio @ 90m away (mA) Typical = 280

Peak = 350; Idle = 96; Sleep = 3.

1950 mAH Battery in reader with radio will support 11,000+

reads/transmits per charge.

Optional Cable Interfaces: USB 2.0 Compliant (Full Speed), RS232 & PS/2

Code Quality: Code Readability Index

4 MB (CR3) and 3.8 MB (CR2) of Non-volatile Memory Memory:

Operating Modes: Batch, Cabled or Wireless Modes

C0O3530\_01 11/15/06

#### User Environment

Operating Temperature: 0 ° to 50 ° C / 32 ° In 122 ° F

Note: Readers will function in extreme cold weather conditions; battery life may be affected

-20 ° to 65 ° C / -4 ° to 150° F Storage Temperature:

Humidity: 5% to 95% non condensing

Decode Capability: MaxiCode, PDF417 (including Macro support), Date Matrix, QR & Micro QR Code, MicroPDF417,

GoCode\*, Composite, Code 11, Aztec, Code 39, Code 128. Pharmacode, UPC/EAN/JAN, Int 2 of 5, Codabar, Codablock F, Code 93, RSS, Postnet, Planet, Japanese Post, Australian Post, Royal Mail, KIX, MSI Plessy. Trioptic, NEC 2 of 5, Matrix 2 of 5, Telepen.

OCR (A & B\*) and Hong Kong (2 of 5) Formats: JPEG, Raw (Uncompressed)

Image Output Options: Field Selection: Near or Ear

Resolution Selection: 1024 x 640 (Multiple Window Options) Gravscale:

256 Level

(CR3) Real Time Clock: 7 year On-Board Baitery Backup

Data Editing: JavaScript Capable \*

\* Requires additional licensing.

#### Accessories

- External Two-Bay Battery Charger
- CodeXML Bluetooth Modem CodeXML Router Software
- Software Development Kits
- Ruggedized Cabled or Battery Handle
- Reader Stand
- USB, PS/2 & RS232 Cables
- Power Cables
- 1950 mAH Li-Ion Battery
  - Elastomer Protective Boot, Protective Case Cover or Holster









phone: (801) 495-2200 fax: (801) 495-2202 web: www.sodecarp.com

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# Mobile Printer Solution Options, PJ 3 / 3 Plus

Pentax Pocket Jet 3 SKU: KIT# 205570

Kit Price: \$315.00 (Bluetooth Wireless option add \$85.00)

#### PJ 3 Kit Includes:

Pocket Jet 3, 200 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Size Thermal Paper, User Manual, Battery, Vinyl Case, Head Cleaner, Driver Disk, USB Cable, 1yr MFG Warranty

#### Pentax Pocket Jet 3Plus

SKU: KIT# 205571

Kit Price: \$389.00 (Bluetooth Wireless Option add \$85.00)

#### PJ 3 Plus Kit Includes:

Pocket Jet 3 Plus, 300 DPI Engine, AC Adapter Charger, 110V Power Cable, 100 Sheets Letter Size Thermal Paper, User Manual, Battery, Vinyl Case, Head Cleaner, Driver Disk, USB Cable, 1yr MFG Warranty

#### Printer Solution Components / Accessories Available:.

205525 - PJ 3 Printer Engine Only\$245.	00
205537 - PJ 3 Plus Printer Engine Only\$305.	00
205526 - PJ 3 / 3 Plus Battery\$30.0	00
205579 - PJ 3 / 3 Plus DC Adapter, lighter plug\$19.	00
205578 - PJ 3 / 3 Plus DC Adapter, bare wire lead\$19.	00
205573 - PJ 3 / 3 Plus Driver Disk\$6	50
205522 - PJ 3 / 3 Plus USB 3ft Cable\$10.	
205581 - PJ 3 / 3 Plus USB 10ft Cable\$12.	
203283 – PJ 3 / 3 Plus Vehicle Paper Roll Holder\$99.	
202834 - PJ 3 / 3 Plus Thermal Roll Paper 6pk\$42.	
201960 - PJ 3 / 3 Plus Letter Size Sheet Paper, 48ea x 100ct\$384.	00
* 205006-001 - PJ 3 / 3 Plus Extended 2yr w/HOT SWAP\$49.	95

<sup>\*</sup> HOT SWAP warranty must be ordered at time of sale of printer.



The Motorola / Symbol rugged handheld scanner / imager solutions allow the user to communicate to their MDT/laptop via WIFI, Bluetooth or \*GPRS.

# Motorola / Symbol Handheld Barcode Scanner MC70 Series SKU# MC7090-PK0DJQFA7WR

Price: \$1,795.00

\*Additional Accessories / Upgrade Options Available (\*Listed on "Additional Accy Sheet")



Model SKU: MC7090-PKD0DJQFA7WR Standard Specifications:

- WLAN & Bluetooth (\*GPRS is Optional as an Upgrade)
- 2D Imager Bar Code Scanner
- Qwerty Keypad
- Standard Battery/ROHS

Upgrade to Model SKU: MC9090-KK0HJEFA6WR

Upgrade Price: \$365.00

Must be ordered at time of original MC70 purchase.



# **Standard Specifications:**

- WLAN & Bluetooth
- 2D Imager Bar Code Scanner
- 53Key Keypad
- Standard Battery/ROHS

101 North Plains Industrial Road Bldg. 5 Wallingford, CT 06492 Phone: 800-537-0509 Ext. 226 Roseann Mayo Fax: 203-294-6051

#### The first rugged enterprise digital assistant

The flagship MC70 Enterprise Digital Assistant (EDA) is a rugged handheld mobile device that incorporates a mobile phone, PDA, computer, scanner and imager in a single unit designed for the rigors of all-day, everyday usage. This compact, lightweight device combines multi-mode wireless networking, voice and data communications, and advanced data capture in an enterprise productivity tool that can support nearly any application in any environment. Superior voice functionality includes outstanding acoustic performance and voice quality, handset, headset and speakerphone modes, as well as push to talk capability (if supported by your WLAN application or WWAN carrier). Your mobile workers will have everything they need to increase productivity and efficiency inside and outside your four walls — from field workers reading meters and repairing equipment to drivers delivering packages, hospital workers checking lab results and medication orders, and more.

#### Rugged construction delivers a low TCO

The industry leading innovative mechanical design and technology platform offer superior construction and expandability, delivering outstanding investment protection and a low TCO. Engineered to withstand rigorous use in extreme environments and working conditions, the MC70, including the internal WLAN and external WWAN antennas, can endure multiple drops, a wide range of temperatures, moisture, dust and more and still deliver reliable performance.

### **Built-in WWAN/WLAN/WPAN**

The MC70 offers robust and cost-effective anytime, anywhere voice and data connectivity. For workers outside of your facility, support for eGPRS (EDGE) networks delivers global coverage, fast wireless data speeds that enable rich applications, and enterprise level security. Inside your facility, the MC70 connects to your wireless LAN for voice and data communications, providing better control over wireless WAN usage—and costs. And wireless PAN functionality, via Bluetooth, further increases employee productivity through wireless printing and more.

# Reduce the cost and complexity of mobility

The versatile, effective MC70 is a smart investment, providing a cell phone, PDA and more - all in a single rugged device. Capital expenditures and IT support costs are significantly reduced. Superior manageability enables you to easily and remotely provision, track and support all your MC70 devices from one central location through Symbol's Mobility Services Platform. A full suite of accessories provides maximum application flexibility. And comprehensive maintenance and support services — required for even the most rugged products — ensure maximum uptime and value for your investment.

For more information on the MC70, contact us at +1.800.722.6234 or +1.631.738.2400, or visit us on the web at: www.symbol.com/mc70





#### **FEATURES**

Symbol's industry-leading double impact testing (drop and tumble), IP54 sealing, integrated antennas

Intel's latest processor, designed for mobility: XScale PXA270 @ 624 MHz

Microsoft's latest operating system: Windows Mobile 5.0 Premium or Phone Edition

WWAN: eGPRS/GSM compatibility

WLAN: 802.11a/b/g tri-mode radio; comprehensive VoIP support

WPAN: Bluetooth v1.2, Class II

High quality speakerphone, microphone and transducer

On-board advanced data capture: 1D and 2D bar code scanning from 4 in. to 40 in., image capture

3.5 in. QVGA color screen

Multiple keyboard options: QWERTY or numeric

Support for standard and extended cards

Multiple battery options: standard and extended

#### BENEFITS

Lightweight yet rugged; built for year-round use in nearly any environment

Desktop-like multimedia performance with lower power requirements

Integrated multimedia, persistent memory and FIPS-140-2 security certification

Voice and high-speed wireless data

Cost-effective voice and data connectivity in the office

Wireless modem, printing synchronization, and more

Superior voice quality and performance

Automate and error proof data collection and increase productivity

Easy to view in any lighting

Flexibility to meet diverse user and application needs

Provides additional memory and expandable functionality

Ample power for full shifts in nearly any environment



# MC70 Series Specifications

Physical Characteristics	
Dimensions:	6 in. L x 3 in. W x 1.5 in H 15.3 cm L x 7.6 cm W x 3.7 cm H (all configurations)
Weight (inc. standard battery):	LAN/PAN configurations - 11.2 oz./314 g WAN/LAN/PAN configurations - 12 oz./336 g
Display:	Transflective color 3.5" QVGA with backlight, TFT-LCD, 65K colors, 240 W x 320 L (QVGA size)
Touch Panel:	Glass analog resistive touch
Backlight:	LED backlight
Main Battery:	Rechargeable Lithium Ion 3.7V, 1900 mAh Smart Battery
Extended Cap. Battery:	Optional 3.7V, 3800 mAh Smart Battery
Backup Battery:	Ni-MH battery (rechargeable) 20mAh 1.2V, 2 cells (not user-accessible)
Expansion Slot:	User accessible SDIO slot (with secure cover); accommodates extended cards (with cover removed); NOTE: terminals with extended cards cannot be accommodated in the charging cradle and will not be seale
Network Connections:	Ethernet (via cradle); full-speed USB, host or client
Notification:	Vibrator and LED
Keypad Options:	26 Numeric key; 44 QWERTY key
Audio:	Speaker, receiver, microphone, headset jack, software support for full duplex record and playback (stereo)
Performance Characteris	tics
CPU:	Intel® XScale™ 624 Mhz processor
Operating System:	Microsoft® Windows™ Mobile 5.0 Premium, Microsoft® Windows™ Mobile 5.0 Premium Phone Edition
Memory:	64MB RAM/128MB ROM
Interface/Communications	: RS-232, USB 1.1
User Environment	
Operating Temperature:	14°F to 122° F/-10°C to 50° C
Storage Temperature:	-40° F to 140° F/-40° C to 60° C
Humidity:	95% non-condensing
Drop Specification:	4 ft. drop to concrete, 6 drops per 6 sides over operating temperature range; 5 ft. drop to concrete, 2 drops per 6 sides at ambient temperature 73° F/23° C
Tumble Specification:	1,000 1.6 ft./.5 m tumbles (2,000 drops)
Environmental Sealing:	IP54
Electrostatic Discharge (ESD):	+/-15kV air discharge, +/-8kV direct discharge
Wireless WAN Data and \	/oice Communications
Wireless Wide Area (WWAN) radio:	eGPRS/GSM (850, 900, 1800 and 1900 MHz)
Wireless LAN Data and Vo	pice Communications
Wireless Local Area (WLAN) radio:	Tri-mode IEEE® 802.11a/b/g; note: 802.11a not available in Thailand.
Data Rates Supported:	1, 2, 5.5, 6, 9, 11, 12, 18, 24, 36, 48 and 54 Mbps

Operating Channels:	Chan 8-169 (5040 – 5845 MHz) (4920 – 4980 MHz) Japan only Chan 1-13 (2412-2472 MHz) Chan 14 (2484 MHz) Japan only Actual operating frequencies depend on regulatory rules and certification agency	
Security:	WEP (40 or 128 bit), TKIP, TLS, TTLS (MS-CHAP), TTLS (MS-CHAP v2), TTLS (CHAP), TTLS-MD5, TTLS-PAP, PEAP-TLS, PEAP (MS-CHAP v2), AES, LEAP	
Spreading Technique:	Direct Sequence Spread Spectrum (DSSS) and Orthogonal Frequency Division Multiplexing (OFDM)	
Antenna:	Internal for LAN, External for WAN	
Voice Communication:	Integrated Voice-over-IP ready (P2P, PBX, PTT), Wi-Fith-certified, IEEE 802.11a/b/g direct sequence wireless LAN	
Wireless PAN Data and	Voice Communications	
Bluetooth:	Class II, v 1.2	
Data Capture Specificati	ons	
Options:	1D linear, 2D imager	
Linear 1D Scanner (SE80	OHP)	
Optical Resolution:	0.005 in. minimum element width	
Roll:	+/- 30° from vertical	
Pitch Angle:	+/- 65° from normal	
Skew Tolerance:	+/- 60° from normal	
Ambient Light:	Sunlight: 8,000 ft. candles (86,112Lux) Artificial Light: 450 ft. candles (4,844Lux)	
Scan Rate:	50 (+/-6) scans/sec (bidirectional)	
Scan Angle:	46.5° (typical)	
Laser Power:	1.0 mW nominal	
2D Imager Engine (SE 44	00) Specifications	
Optical Resolution	640 H x 480 V pixels (gray scale):	
Roll:	360°	
Pitch Angle:	+/- 60° from normal	
Skew Tolerance:	+/- 50° from normal	
Ambient Light:	Total darkness to 9,000 ft. candles (96,900Lux)	
Focal Distance from Front of Engine:	Near: 5 inches, Far: 9 inches	
Aiming Element (VLD):	650 nm +/- 5 nm	
Illumination Element (LED	): 635 nm +/- 20 nm	
Field of View:	Horizontal - 32.2°, Vertical - 24.5°	
Peripherals and Accesso	ries	
Cradles:	Single-slot serial/USB with spare battery charging for standard and extended batteries, four-slot Ethernet cradle, vehicle cradle	

Communication and Charging Cables:	Serial and USB v1.1 charging cables, printer cables, vehicle charging cable, power/charging cable
Battery Chargers:	4-slot battery charger (1X and 2X), universal battery charger (requires adapters for 1X and 2X capacity batteries)
Vertical-specific attachments:	Snap-on magnetic stripe reader, snap-on trigger handle, rigid case
Electrical Safety:	Certified to UL / cUL 60950-1, IEC / EN60950-1,
emi/rfi:	USA: FCC Part 15 Canada: ICES 003 Class B Europe: EN55022 Class B, EN 55024, EN60601-1-2 Australia: AS/NZS CISPRA 22
For countries outside USA consult your local Symbo	A, Canada, European Economic Area, Japan or Australia I representative
Regulatory	
Electrical Safety:	Certified to UL / cUL 60950-1, IEC / EN60950-1
WLAN and Bluetooth:	USA: FCC Part 15.247, 15.407 Canada: RSS-210 EU: EN 300 328-1, EN 301 893 Japan: ARIB STD-T33, ARIB STD-T66, ARIB STD-T71 Australia: AS/NZS 4268
Quad Band eGPRS / GSM (850, 900, 1800 and 900 bands):	Global: 3GPP TS 51.010, GCF approved module USA: FCC Part 22 , Part 24 Canada: RSS-132, RSS-133 EU: EN301 511 Australia: AS/ACIF S 018, AS TS 001
RF Exposure:	USA: FCC Part 2, FCC 0ET Bulletin 65 Supplement C Canada: RSS-102 EU: EN 50360 Australia: AS/NZ 2772.1, ARPANSA
EMI/RFI:	North America: FCC Part 15 Canada: ICES 003 Class B EU: EN55022 Class B, EN 301 489-1, EN 301 489-7, EN 310 489-17, EN 60601-1-2 Australia: AS/NZS CISPRA 22
aser Safety:	IEC Class2/FDA Class II in accordance with IEC60825-1/EN60825-1
For countries outside USA consult your local Symbol	, Canada, European Economic Area, Japan or Australia representative

#### Warranty

The Symbol MC70 is warranted against defects in workmanship and materials for a period of 12 months from date of shipment, provided that the product remains unmodified and is operated under normal and proper conditions.









A full suite of accessories provides convenient charging of MC70 devices and batteries as well as customization for a variety of vertical applications, from trigger handles that increase user comfort to magnetic stripe readers that enable on-the-spot credit card processing, and more.

MOBILE COMPUTER

#### Real-Time Mobile Computing Delivers Real Business Value

The MC9000-G Series from Symbol Technologies is an elegant, ruggedized mobile computer for use in bar code scanning-intensive applications throughout your enterprise. The MC9000-G gives your organization real-time access to mission-critical information from key points in your supply chain.

With a feature set that delivers superior data collection, communication and collaboration, the MC9000-G facilitates faster decision-making and increased productivity in a variety of environments—from the factory to the warehouse to the sales floor.

Market Manufacturing	Applications Inventory management Supply-line replenishment Safety testing Parts tracking Maintenance/repair operations Shop floor communications Compliance verification Receiving/putaway/shipping	Users Assembly-line personnel Shipping/receiving personnel Shift supervisors Repair depot personnel
Retail	Warehouse management Price audits/changes Store receiving Inventory management Shrinkage control In-store communications	Sales associates Receiving-dock personnel Stock-room personnel Supervisors Merchandise managers Label printing staff
Wholesale Distribution	Warehouse management Returns processing EDI transactions Yard management	Warehouse personnel Loading-dock personnel Supervisors
Third-party Logistics	Warehouse management	Warehouse personnel

# An Unprecedented Integration of Flexibility, Performance and Power

The MC9000-G Series takes your supply chain management to a new level of efficiency with exciting and versatile features. It gives you dynamic functionality, including long- and short-range variable laser scanning for all popular 1D bar codes, plus the optional imager supports a growing number of

2D symbologies. Robust memory (up to 64MB) and a powerful high-speed processor ensure maximum user productivity. And the unique torque-cell construction delivers unmatched ruggedness to perform in the toughest environments and to protect your investment.





FATURES	

#### **BENEFITS**

Variable range scan engine

Allows short- (4 in./0.10 m) or long-range (40 ft./12.2 m) bar code scanning in one device

Extremely rugged design withstands multiple 6 ft. drops[1.8 m] to concrete; 2,000 1 m tumbles (4,000 hits)

Ensures less down time due to accidental drops

IP64 sealing rating (electronic enclosure)

Protects against water and dust to ensure reliable performance in rough conditions

Microsoft® Windows® CE. NET, Windows Mobile 2003 operating systems/terminal emulation software Gives versatility through familiar interfaces with wide software application support

Intel® XScaleTM PXA255 processor at 400 MHz

Delivers high-speed CPU performance for robust enterprise applications,

including multimedia

3.8" large, bright, color display with backlit keypad

Allows easy viewing in many environments, such as ambient light

RS232/USB client or wireless LAN

Enables real-time data exchange for maximum productivity

Modular 28, 43- and 53-key fieldreplaceable keyboard options Provides multiple modes of data entry for maximum efficiency

Reduces user fatigue in scan-intensive applications

Forward scanning, pistol grip ergonomics



# Unlock the Value of Your Information with End-to-End Mobility

End-to-end mobility solutions for the supply chain go beyond mobile devices and wireless connectivity. Symbol Enterprise Mobility Services was designed to ensure that every aspect of your mobility solution works seamlessly and at maximum efficiency.

For more information on the MC9000-G and its full line of accessories, contact us at +1.800.722.6234 or +1.631.738.2400, or visit us on the web at: www.symbol.com/mc9000-gof customers, from planning through ongoing service and support. Through MSP implementation services, Symbol's top mobility systems experts work with customers for analysis & design, pilot implementation and rollout support. In addition, Symbol provides a complete and tiered support plan for MSP hardware and software support.

# MC9000-G Series specification highlights

Dimensions:	9.2 in. L x 3.6 in. W x 7.6 in. H
Weight:	26 oz. (includes battery, scanner and radio)
Keyboard:	28, 43- and 53- key Terminal emulation (5250, 3270, VT)
Display:	
Embedded CE models:	3.8 in. 1/4 VGA Mono or Color
Windows Mobile models:	3.8 in. 1/4 VGA Mono or Color
Power:	Removable, rechargeable 7.4 volt 2200 mAh Li lon
	battery pack (2200mAh, 7.4V)
Performance Characte	ristics
CPU:	XScale PXA255 processor at 400 MHz
Operating System:	Microsoft Windows Embedded CE. NET or
	Windows Mobile 2003
Memory:	Embedded CE: 64/64 MB
•	Windows Mobile: 64/64 MB
Application Development:	SDK available through Symbol Developer Zone Web site
Data Capture Options:	1D scan engine
	Omni-directional 1D and 2D imaging engine
User Environment	
Operating Temperature:	Manachrome/Calor: -4° to 122° F (-20° ta 50°C)
Storage Temperature:	-25° to 160° F (-40° to 70° C)
Humidity:	5% to 95% non condensing
Drop Spec:	Multiple drops to concrete:
	6 ft: -10" C to 50" C
	S ft: -25" C to -10" C
fumble:	2,000 one-meter tumbles at room temperature (4,000 hits)
Environmental Sealing:	IP64 (electronic enclosure)
SD:	+/-15kVdc air discharge
	+/-BkVdc direct discharge,

WLAN:	Symbol Spectrum24, 802.11b, 802.11
Output Power:	100 mW U.S. and international
Data Rate:	802,11b: 11 MB per second
	802.11: 2 MB per second
Antenna:	Internal
Frequency Range:	Country-dependent; typically 2.4 to 2.5 GHz
Bluetooth Support:	Optional
Peripherals and Acce	essories
Cradies:	Single-slot and 4-slot cradles available
Printers:	Supports extensive line of Symbol-approved
	printers, cables and accessories
Charger:	4-Slot universal battery charger
Other Accessories:	Cable adapter module; snap-on magnetic stripe
	reader and modem; full set of holsters
Regulatory	
Electrical Safety:	Certified to UL60950, CSA C22.2 No. 60950, EN60950/IEC 950
EMI/RFI Radio Versions:	North America: FCC Part 2 (SAR), FCC Part 15
	RSS210 Class B, EN 301 489-1, 489-17
EMI/RFI Batch Versions:	EU: EN55022 Class B EN55024
	Japan: CISPR 22, Class B
	Australia: AS3548
	North America: FCC Part 15, ICES 003 Class B
Laser Safety:	IEC Class2/FDA Class II in accordance with IEC60825-1/EN60825-1

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# **About Symbol Technologies**

+/-8kVdc indirect discharge

Symbol Technologies, Inc., The Enterprise Mobility Company", is a recognized worldwide leader in enterprise mobility, delivering products and solutions that capture, move and manage information in real time to and from the point of business activity. Symbol enterprise mobility solutions integrate advanced data capture products, radio frequency identification technology, mobile computing platforms, wireless infrastructure, mobility software and world-class services programs under the Symbol Enterprise Mobility Services brand. Symbol enterprise mobility products and solutions are proven to increase workforce productivity, reduce operating costs, drive operational efficiencies and realize competitive advantages for the world's leading companies. More information is available at www.symbol.com

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Symbol Website

For a complete list of Symbol subsidiaries and business partners worldwide contact us at:

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# Center Console Mounting Vehicle Mounting Solution for Ford Crown Victoria

SKU: 2119 Price: \$295.00

Mounting Solutions manufactured in Meriden CT by Hint Peripherals

## Standard Mount Specifications:

#### • Sliding Tray Displacement

Designed to place the computer closer to the operator. Slides laptop tray forward 5.0" using 0.25" thick steel covered with wear-resistant UHMW polyethylene tracks with spring loaded friction control to provide infinite sliding adjustment. The tray is entirely built of 0.25" thick steel and is supplied with a Lexan guard designed to protect data cables.

#### • Docking Station Support

Mounting Dock Support Bracket provided to Host Panasonic CF19/CF28/CF29/CF30 Docking Station, Precision Mounting Technologies, Ledco, Gamber Johnson CF18/CF19/CF28/CF29/CF30 Docking Station.

(\*Universal Locking Tray Available)

#### • Tilt Adjustment

For the Panasonic Docking Station Configuration ONLY.

#### • Swivel Control

40 degree rotating action to passenger's side and 80 degree rotating action to driver's side with locking knob feature. 2" off center swiveling 1" shaft designed to place the computer closer to the driver when extended.

#### • Telescopic Adjustment

Spring loaded telescopic adjustment lowers to 6.0" and reaches up to 10.0" when raised. Angled riser built of 0.25" x 1.50" steel covered with wear resistant UMHW polyethylene tracks and frontal anti-vibration support is controlled with locking knob feature.

#### • Base

Heavy duty 6.00" x 6.00" x .025" slotted steel plate.

# 2119 Extension Option:

<b>I</b>	
**EXT-10 Extension 10" Post	-\$20.00 per Mount
	*
*Universal Locking Tray for CF29/CF30	-\$30.00 per Mount
• •	*
*Universal Locking Tray for CF18/CF19	-\$40.00 per Mount

\*\*EXT-10 This extension post is designed to allow the mount to have a 10" uplift. This is critical to allow height clearance for the computer to swing / slide over the radio console. This option is normally used for vehicles with tall a radio console or an SUV type vehicle.

101 North Plains Industrial Road Bldg. 5 Wallingford, CT 06492 Phone: 800-537-0509 Ext. 226 Roseann Mayo Fax: 203-294-6051



# Center Console Mounting on Floor near Dash Solution Vehicle Mounting Solution for Ford Crown Victoria

SKU: 2118 (Single latch with Double Pivot System)

Price: \$285.00

Mounting Solutions manufactured in Meriden CT by Hint Peripherals

## Standard Mount Specifications:

#### • Sliding Tray Displacement

Designed to place the computer closer to the operator. Slides laptop tray forward 5.0" using 0.25" thick steel covered with wear-resistant UHMW polyethylene tracks with spring loaded friction control to provide infinite sliding adjustment. The tray is entirely built of 0.25" thick steel and is supplied with a Lexan guard designed to protect data cables.

#### • Double Pivot

**First pivot:** 80 degree rotating action to driver's side with single spring actuated latch feature. This feature latches simultaneously the first pivot and sliding motion. 1.5" off center swiveling shaft designed to place the computer closer to the driver when extended. **Second pivot:** 45 degree rotating action to passenger side with single knob feature. Designed

#### Docking Station Support

Mounting Dock Support Bracket provided to Host Panasonic CF19/CF28/CF29/CF30 Docking Station, Precision Mounting Technologies, Ledco, Gamber Johnson CF19/CF19/CF28/CF29/CF30 Docking Station.

(\*Universal Locking Tray Available)

#### • Tilt Adjustment

For the Panasonic Docking Station Configuration ONLY.

to position laptop on passenger side for easy viewing.

#### • Telescopic Adjustment

Spring assisted telescopic adjustment lowers to 7.5" and reaches up to 11.5" when raised. Single knob adjustment

#### • Base

Heavy duty 6.00" x 6.00" x .025" slotted steel plate.

# 2118 Extension Option:

**EXT-10 Extension 10" Post\$2	2 0	.00 per Mount
*Universal Locking Tray for CF29/CF30\$		
*Universal Locking Tray for CF18/CF19\$		

\*\*EXT-10 This extension post is designed to allow the mount to have a 10" uplift. This is critical to allow height clearance for the computer to swing / slide over the radio console. This option is normally used for vehicles with tall a radio console or an SUV type vehicle.

101 North Plains Industrial Road Bldg. 5 Wallingford, CT 06492 Phone: 800-537-0509 Ext. 226 Roseann Mayo Fax: 203-294-6051



# Center Console Mounting on Floor near Dash Solution Vehicle Mounting Solution for Ford Crown Victoria

SKU: 6115 (Single latch w/Single Pivot Arm, Laptop and Equipment System)

Price: \$325.00

Mounting Solutions manufactured in Meriden CT by Hint Peripherals

## Standard Mount Specifications:

#### Overall Dimensions

Height: 8.375" Width: 6.0" to 8.0"

Length: 13"

#### • Sliding Tray Displacement

Designed to place the computer closer to the operator. Slides laptop tray forward 5.0" using 0.125" thick steel covered with wear-resistant UHMW polyethylene tracks with spring loaded friction control to provide infinite sliding adjustment. The tray is built of 0.25" thick steel and is supplied with a Lexan guard designed to protect data cables.

#### • Single Pivot

80 degree rotating action to driver's side with single spring actuated latch feature. This feature latches simultaneously the first pivot and sliding motion. 1.5" off center swiveling shaft designed to place the computer closer to the driver when extended.

#### Docking Station Support

Mounting Dock Support Bracket provided to Host Panasonic CF19/CF28/CF29/CF30 Docking Station, Precision Mounting Technologies, Ledco, Gamber Johnson CF18/CF19/CF28/CF29/CF30 Docking Station.

(\*Universal Locking Tray Available)

#### • Tilt Adjustment

For the Panasonic Docking Station Configuration ONLY.

#### • Radio and Equipment Enclosure

Designed to house one radio and a centcom control unit. Constructed of 0.125" and 0.25" steel. Adjustable width.

# 6115 Double Pivot /Tray Option:

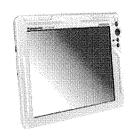
Upgrade to Double Pivot Arm	\$5 0.00 per Mount
*Universal Locking Tray for CF29/CF30	\$3 0.00 per Mount
*Universal Locking Tray for CF18/CF19	\$4 0.00 per Mount

101 North Plains Industrial Road Bldg. 5 Wallingford, CT 06492 Phone: 800-537-0509 Ext. 226 Roseann Mayo Fax: 203-294-6051



# MDWD Accessory External Display Works with the CF30/CF19 via Bluetooth Wireless

SKU: CF-08TX1BX1M Price: \$1,750.00



# MDWD2-10.4 XGA,802.11b+g, BT 1.2, 64MB ROM

Primary Information		
Display Type	Flat panel display	
Display Technology	TFT active matrix	
Display Diagonal Size	10.4 Inch	
PC Compatibility	PC	
Features	Input Device:Touch-screen, stylus, signature terminal; Security lock slot (cable lock sold separately), moisture resistant, dust resistant	
Dimensions & Miscellar	neous	
Width	10.5 Inch	
Depth	1.4 Inch	
Height	8.2 Inch	
Storage	NO DATA STORED LOCALLY	
Display		
Interfaces	1 x Bluetooth, 1 x USB - 4 pin USB Type A, 1 x network - RJ-45, 1 x headphones - mini-phone stereo 3.5 mm, 1 x audio line-in / microphone output - mini-phone 3.5 mm	
Brightness	460 cd/m2	
Max Resolution	1024 x 768	
Audio		
Audio Output	Speaker(s)	
Service & Support		
Service & Support Type	3 years warranty	
<u> </u>		

# SPECIAL TERMS AND CONDITIONS Rev. 03/06 Purchasing Contact: Elizabeth Basso Telephone Number: (860) 622-2037 Award Number 07ITZ0013 Award Number 07ITZ0013 PAGE 1 of 2

#### **SPECIAL TERMS AND CONDITIONS**

- 1. Bidders must be the Manufacturer or Resellers authorized by Panasonic. Resellers must submit proof of such at the request of the Department of Information Technology at the time of contract award.
- 2. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
- 3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
- 4. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
- 5. Bidders must certify that their bid is good for the term of the contract award.
- 6. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
- 7. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
- 8. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

#### 9. TANGIBLE PERSONAL PROPERTY PROVISION

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

(1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of

Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

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

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

- 10. Bidders must bid on all new equipment only.
- 11. Bidders cannot substitute for a manufacturer's installed components.
- 12. Bidders must list maintenance cost for hardware and software, if applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
- 13. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions

are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

#### **ENERGY STAR REQUIREMENTS**

- 14. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
- 15. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
- 16. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
- 17. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
- 18. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

#### TERMS & CONDITIONS

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#### STATE OF CONNECTICUT

DOIT - CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE EAST HARTFORD, CT 06108-3274

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

077770010

**Bid Number** 

07ITZ0013

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In consideration of these presents, the Invitation to Bid and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to these Standard Bid and Contract Terms and Conditions (the "Terms and Conditions"), the terms of the Invitation to Bid and the Contract.

ALL INVITATIONS TO BID ISSUED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DOIT") WILL BIND BIDDERS TO THESE TERMS AND CONDITIONS, WHICH, UNLESS OTHERWISE SPECIFICALLY NOTED, MAY BE ABROGATED, MODIFIED OR SUPPLEMENTED IN WHOLE OR IN PART BY THE SPECIAL BID AND CONTRACT TERMS AND CONDITIONS (THE "SPECIFICATIONS") ISSUED IN CONNECTION WITH ANY INDIVIDUAL INVITATION TO BID. BY SUBMITTING A BID, THE BIDDER REPRESENTS AND WARRANTS THAT IT IS AGREEING TO ALL OF THE PROVISIONS IN THE INVITATION TO BID, INCLUDING THESE TERMS AND CONDITIONS.

- 1. <u>Definitions</u>. Unless otherwise indicated, the following definitions shall apply to all Specifications, Invitations to Bid, awards, Contracts, etc., issued by DOIT:
- (a) Agency: Any office, department, board, council, commission, institution or other agency of the State.
- (b) Alternate Bids: Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
- (c) Bid: An offer submitted in response to an Invitation to Bid.
- (d) Bidder: As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
- (e) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
- (f) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- (g) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (h) Conditional Bid: Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.
- (i) <u>Contract</u>: The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.
- (j) <u>Contractor</u>: A Bidder who accepts or who is deemed to have accepted a Contract.
- (k) <u>Contractor Parties</u>: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the
  - Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (I) <u>Business Day:</u> Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
- (m) <u>Expiration:</u> An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

- (n) <u>Information Systems</u>: As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.
- (o) <u>Invitation to Bid</u>: The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.
- (p) Lowest Responsible Qualified Bidder: As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.
- (q) <u>Multiple Bids</u>: More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.
- (r) <u>Records:</u> All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (s) State: The State of Connecticut.
- (t) <u>Systems</u>: Information Systems and Telecommunication Systems, or separately as the context may require.
- (u) <u>Systems Properties:</u> Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.
- (v) <u>Telecommunication Systems</u>: As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.
- (w) <u>Termination:</u> An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
- 2. <u>Bid Submission Process</u>. Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.
- 3. <u>Bid Preparation, Content, Execution and Copies.</u> Bids must include all information required in the Invitation to Bid in order for the Bid to be accepted and not rejected. Failure to provide such information will result in the rejection of the Bid. Bidders must verify the contents of their Bids before submission, as DOIT will not consider amendments to any Bids after the time specified for the opening of Bids. Bidders must submit one original and one copy of the Bid to DOIT. Bids shall be handwritten in ink, typewritten, or computer prepared. DOIT will reject all Bids prepared

in pencil. A person duly authorized to sign Bids on behalf of the Bidder shall sign all Bids. **DOIT shall reject all unsigned Bids. All signatures shall be original signatures,** unless there is specific authorization from DOIT for the use of non-manual forms of signature. The person signing the Bid or his authorized designee shall initial and date all erasures, alterations or corrections on both the original and copy of any documentation submitted to DOIT. Failure to do so may result in rejection of the Bid for those items erased, altered or corrected and not initialed

- **4.** Addenda to Invitation to Bid. If DOIT issues any addendum to the Invitation to Bid, the Bidder should sign it and return it with the Bid or before the Bid opening. In the event that it is not, vendors will still be held to the obligation of whatever change/modification is set forth in the Addendum
- 5. <u>Conditional Bids.</u> Conditional Bids may be rejected in whole or in part.
- **6.** <u>Alternate and Multiple Bids.</u> Alternate Bids or Multiple Bids may be rejected in whole or in part.
- No Substitute Specification. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing a System, does not restrict Bidders to that manufacturer or specific System or System Properties. Such use simply and only indicates the character or quality of the System in which the State is interested. The System offered must be of similar character and quality and include any applicable options, accessories, etc. and serve the purpose for which it is to be used equally as well as the one specified. By submitting the Bid, the Bidder so warrants the System. Bids on comparable Systems must clearly state the exact System offered including any and all applicable options, accessories, etc., and the Bidder shall furnish such other information concerning the System as will be helpful in evaluating its acceptability for the purposes intended. If the Bidder does not indicate that the System offered is other than as specified, it will be understood that the Bidder is offering the System exactly as specified.
- 8. <a href="Pricing">Pricing</a>. Prices must be in decimals, not fractions, net, and shall include transportation and delivery charges fully prepaid by the Contractor, FOB, to the destination specified in the Invitation to Bid. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern. Any discrepancy between the original and the copy of the Bid may result in rejection of the Bids for the System items so affected, except in the event of Bids awarded on a total basis, in which case DOIT shall consider the lower total price in making the award.
- **9.** <u>Tax Exemption.</u> In accordance with section 12-412 of the Connecticut General Statutes, the State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
- **10.** <u>Bid Opening.</u> DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.
- 11. <u>Right to Cancel or Amend</u>. DOIT may amend an Invitation to Bid at any time prior to the date and time of Bid opening. DOIT may cancel an Invitation to Bid at any time prior to the date and time of Contract award. Such cancellation shall not be deemed to be a breach of contract by DOIT.
- 12. <u>Samples</u>. If the Invitation to Bid requires that Bidders submit samples of Systems, the samples must meet at a minimum all Specifications. Bidders must submit samples when required and strictly in accordance with instructions, or DOIT may reject the Bid. If DOIT accepts a sample that does not meet the Specifications, this does not indicate or mean that DOIT has lowered or modified the Specifications. However, if any Bid sample is superior in quality to the Specifications, all deliveries shall have the same identity and quality as the Bid sample. If DOIT requests samples subsequent to the opening of Bids, the Bidder shall deliver them as specified in the Bid, free of any charges or fees and be accompanied by a descriptive memorandum indicating the Bidder desires for their return. The State shall return any samples in accordance with such memorandum, provided that they have not been used or made useless by testing. The State may hold samples for comparison with deliveries.

- 13. Rejected Items; Abandonment. If DOIT notifies Bidders that they must retrieve samples, or any other Systems, goods or equipment (collectively, the "Rejected Items") belonging to the Bidder, wherever the Bidder must do so within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of the Rejected Items. The Bidder agrees and acknowledges that its failure to retrieve and remove from any State premises the Rejected Items within such time shall be deemed to be an abandonment of the Rejected Items and, without more required of any party, shall vest authority in DOIT or any Agency to use or dispose of the Rejected Items as if they were the State's own property, as they deem it to be appropriate and in accordance with the law without incurring any liability or obligation to the Bidder or any other party. To the extent that DOIT and/or any Agency incurs any costs or expenses in connection with the Rejected Items, including, but not limited to, disposing of the Rejected Items, the Bidder shall reimburse the appropriate State entity no later than thirty (30) days after the date of invoice for such costs and expenses. All samples will be set up at DOIT unless DOIT indicates another location.
- 14. <u>Award Criteria</u>. DOIT shall award Contracts to the Lowest Responsible Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.
- 15. Right to Manage Award. DOIT may award by System item, or part thereof, groups of Systems, or all Systems in the Invitation to Bid; reject any and all Bids in whole or in part; waive or correct minor irregularities and omissions if, in DOIT's judgment, the best interest of the State will be served; or correct inaccurate awards, as it deems to be appropriate, resulting from clerical or administrative errors. If in the case of an irregularity, omission or mistake, the intended correct Bid is clearly evident on the face of the Bid, the Bidder shall be given an opportunity to correct the Bid to reflect the correct intent. Examples of mistakes that are clearly evident on the face of the Bid include but are not limited to, typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- 16. Effective Date. The Contract shall be deemed to exist and be effective from the time that the Bidder accepts DOIT's Contract award notice to the Bidder. Bidder acceptance shall occur the earlier of the date of Bidder's written acceptance to DOIT in response to the Contract award notice or, absent such written acceptance, ten (10) days from the date of the Contract award notice. If any Bidder refuses or fails to accept DOIT's Contract award within ten (10) days from the date of the Contract award notice, DOIT may award the Contract to the next Lowest Responsible Qualified Bidder, and so on until the Contract is awarded and accepted. Refusal to accept a Contract after the ten (10) day period shall be deemed to be a breach of Contract and the Contractor shall be subject to the section in these terms and conditions concerning Open Market Purchases.
- **17.** <u>Bidder Obligations Concerning the Bid.</u> A Bidder, if requested, must present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Invitation to Bid.
- **18.** <u>Discounts</u>. Bidders may offer a discount for prompt payment, but such discount will not be taken into consideration in determining lowest price, except in the case of a price tie.
- **19.** Rejection of Bids for Malfeasance. DOIT may, in its sole discretion, reject the Bid of any Bidder if at the time of Bid submittal the Bidder or Bidder Parties is in breach of any of the applicable representations and warranties listed in the Representations and Warranties section of these Terms and Conditions
- 20. Order and Delivery. The Contract shall bind the Bidder to furnish and deliver the Systems and/or services at the prices set forth in the Bid and in accordance with the Invitation to Bid, including these Terms and Conditions. Subject to the sections in these terms and conditions concerning Force Majeure, Termination, Cancellation and Expiration and Open Market Purchases, the Contract shall bind the State to order the Systems and any associated services from the Contractor, and to pay for the accepted Systems and any associated services at the Contract prices. The State may order and the Contractor shall deliver accordingly up to ten

- (10) percent more or less than the quantity listed in the Invitation to Bid. Subject to Contractor acceptance, Agencies not originally or specifically mentioned in the Invitation to Bid may purchase Systems and associated services from the Contractor. Agencies mentioned in the Invitation to Bid may transfer Systems and any associated services that they would have ordered to one or more other Agencies and the Contractor shall perform accordingly, subject to an adjustment in transportation costs, if applicable, resulting from any possible change in delivery sites. Provided further that such transportation costs are based on separately determined delivery costs to individual Agencies.
- **21.** Contract Amendments. No alterations or variations of the Contract shall be valid or binding upon the State unless made in writing and signed by both parties.
- **22.** <u>Term.</u> Contracts will remain in force for the full period specified in the Invitation to Bid or until:
- Terminated or Cancelled in accordance with these Terms and Conditions: or
- b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
- c. Expired.
- 23. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

#### 24. Termination, Cancellation and Expiration.

- (a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.
- The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DOIT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.
- (c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered

- and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.
- (e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- (f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.
- 25. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice, or such other time as provided in the notice, the Invitation to Bid or these Terms and Conditions, whichever is latest. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the nonbreaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that DOIT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the Payment section of these Terms and Conditions. For notice purposes, a lesser payment period shall not apply. If a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this section shall not deprive the State of the right to take such cash discount.

#### 26. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
- 27. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market,

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#### STANDARD BID AND CONTRACT TERMS AND CONDITIONS

Systems and associated services to replace those which have been rejected, not delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

- 28. Purchase Orders. The Contract itself is not an authorization for the Contractor to ship any Systems or to begin performing in any way. The Contractor may begin performing only after it has received a duly issued purchase order against the Contract for performance. The Agency using the Contract will issue a purchase order against the Contract directly to the Contractor. All purchase orders must be in writing, bear the Contract number and comply with all other State requirements, particularly the Agency's requirements concerning procurement. A Contractor making delivery without a formal written purchase order does so at his own risk.
- 29. Nonresponsibility. If (a) a Bidder fails to accept a Contract within ten (10) days, as specified in the Effective Date section of these terms and conditions; (b) a Contractor suffers an unexcused material breach of the Contract and fails to cure that breach in accordance with the procedures set forth in the Breach section of these terms and conditions; or (c) a Contractor fails to reimburse the State for open market purchases as set forth in the Open Market Purchases section of these terms and conditions, then DOIT will take that into consideration in future Invitations to Bid when evaluating the Bidder's responsibility. The consideration of this factor may lead to a "not responsible" finding against the Bidder and make a Bidder ineligible to receive one or more future contract awards.

#### Indemnification.

- The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.
- The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination. Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the

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

#### 32.

- <u>Contractor Guaranties.</u> Contractor shall: Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace
- Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
- With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

The contractual provisions concerning the confidentiality provisions guarantee in this section shall include civil sanctions for the unauthorized disclosure of the Records. The Contractor and Contractor Parties shall be treated as State employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

**33.** <u>Systems' Standards and Appurtenances.</u> Any Systems delivered must be standard new Systems, latest model, except as otherwise specifically stated in the Invitation to Bid. Where the Invitation to Bid or Bid do not specifically list or describe any part or nominal appurtenances of equipment for the Systems, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

#### Delivery.

- Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.
- Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.

- (e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.
- **35.** System Inspection. DOIT shall determine the manner and prescribe the inspection of all Systems and the tests of all samples submitted to determine whether they comply with all of the Specifications in the Invitation to Bid. If any System fails in any way to meet the Specifications in the Invitation to Bid, DOIT may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the System meets the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
- **36.** Payment. Payment shall be made only after the Agency receives the Systems or services and after acceptance of the Systems or services and presentation of a properly completed invoice. Unless otherwise specified in the Invitation to Bid, payment for all accepted Systems and/or associated services shall be due within forty-five (45) days after acceptance of the Systems or services. Bids that require payment in less than forty-five (45) days shall be rejected, unless DOIT determines in its sole discretion that the Bid's requiring a lesser period is not material.
- **37.** <u>Invoicing.</u> The Contractor shall send all invoices directly to the Agency at the address indicated on the purchase order and shall make all inquiries regarding the status of unpaid invoices also only to such ordering Agency.
- **38.** Force Majeure. The State and the Contractor shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
- **39.** Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes without DOIT's prior written approval.
- **40.** American with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may Cancel the Contract if the Contractor fails to comply with the Act.
- **41.** Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.
- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a

- criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract:
- its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;
- the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;
- (m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;
- it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;
- (o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract:
- (p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;
- (q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (s) it owes no unemployment compensation contributions;
- it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

- (U) all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- (V) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may require to evidence, in the State's sole determination, compliance with this section;
- (w) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;
- (x) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;
- (y) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;
- (z) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;
- (aa) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;
- (bb) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (cc) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (dd) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (ee) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
- (ff) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
- (gg) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.
- 42. <u>Disclosure of Contractor Parties Litigation</u>. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor annually on the anniversary date of the effective date of the Contract, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract. The Contractor shall provide such information to DOIT no later than ten (10) days after the Contractor receives such information. Disclosure shall be in writing.
- **43.** <u>Bidder Communications with State</u>. The only Agency with which Bidders may communicate concerning the Invitation to Bid and their Bid is DOIT. They may not contact the requesting Agency or any of its employees unless the Bidder has received prior written approval from DOIT. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any Agency or any of its employees shall not bind DOIT or the State.
- **44.** Entirety of Contract. The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior

- agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
- **45.** <u>Price Reduction.</u> The parties may agree to a reduction in the Bid price for any part or all of the System and/or associated services after the Contractor begins to perform.
- 46. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- **47. Non-discrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section

46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the

management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56: (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- **48.** Whistleblowing. The Contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large

state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

- **49.** Headings. The headings given to the Sections in these Terms and Conditions are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers.
- **50.** Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- **51.** Parties. To the extent that any Contractor Party or Bidder Party is to participate or perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Invitation to Bid, the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same rights and obligations as the terms "Contractor" and "Bidder."
- 52. Contractor Changes. The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.
- **53.** Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provision of the Contract and which do not involve the assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- **54.** Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by DOIT and any Agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following

any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- **55.** <u>Background Checks</u>. The Contractor and Contractor Parties shall be subject to criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual.
- **56.** <u>Continued Performance.</u> The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
- 57. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
- **58.** Contractor Responsibility. The Contractor shall be required to assume responsibility for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

- **59.** <u>Severability.</u> If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
- **60.** <u>Most Favored Nation.</u> The terms of all Systems and services in the Contract are equivalent to or better than those for comparable Contractor offerings to any other state or local government under like terms and conditions. If during the term of the Contract the Contractor provides more favorable terms for said offerings to another such state or local government, the Contract shall be deemed to be amended, automatically and without any act required of any party, to provide the same terms to the State
- 61. Confidential Information. DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release Those particular sentences, paragraphs, pages or to third parties. sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.
- **62.** <u>Interpretation.</u> The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

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

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

- **64.** Disclosure of Records. The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes..
- **65.** Notice of Consulting Affidavit. Section 4a-81 of Connecticut Statutes requires that this solicitation include a notice of the consulting affidavit requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official.

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If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

- **66.** <u>Summary of State Ethics Laws.</u> Pursuant to the requirements of Section 1-101qq of Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
- **67.** Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- **68.** <u>Time is of the Essence</u>. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- 69. Continuity of Systems. This Section is intended to comply with Conn. Gen. Stat. §4d-44. The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of:

- (1) such facilities and equipment: N/A;
- (2) all software created or modified pursuant to the Contract, subcontract or amendment: N/A; and
- (3) all public records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: N/A,

If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated..

70. Campaign Contribution Restrictions. This section (the "CCR

Section") is included here pursuant to Conn. Gen. Stat. § 9-612 and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

- (1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies. (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
- (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
- (4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
- (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control. (6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United

States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing. (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
- (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
- (f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.
- (g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for

this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

- (h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:
  - (1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasipublic Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely. (2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasipublic Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC. (3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.
  - (4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.
  - (5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

#### 71. Conn. Gen. Stat. Sec. 4-252(e).

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

- (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.
- (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
- (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
- (2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
- (3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.
- (d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- (e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is 01/31/07.