

CONTRACT SUPPLEMENT  
SP-37 Rev. 01/02

Purchasing Contact:  
Liz Herron, FAO

Telephone Number:  
(860) 622-2591

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
101 EAST RIVER DRIVE, 4<sup>th</sup> Floor  
EAST HARTFORD, CT 06108-3274

Contract Award Number <b>07ITZ0124</b>
Contract Award Date <b>February 13, 2008</b>
SUPPLEMENT DATE <b>September 9, 2010</b>

**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: CT AFIS LiveScan and Handheld Fingerprinting Devices**

FOR: **Department of Public Safety, Division of State  
Policy, All Using State Agencies, Municipalities,  
Political Subdivisions, Non-Profits and Education**

TERM OF CONTRACT:  
(5) Five Year Term

*"All other Terms and Conditions remain the same."*

AGENCY REQUISITION NUMBER: **DPS00000099**

**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:**

- **Replaces part number CLS-Lite-Ue with new part number CS500P priced at \$25,000.00**

***All Other Terms and Conditions, and Pricing remains the same***

Date Issued: **September 9, 2010**

**APPROVED**

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

CONTRACT AWARD  
SP-38 Rev. 01/08

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Purchasing Contact:  
**Paula Mitchell, PSO II**

Telephone Number:  
**(860) 622-2215**

<b>Contract Award #</b> <b>07ITZ0124</b>
<b>Contract Award Date</b> <b>February 13, 2008</b>
<b>Expiration Date</b> <b>February 12, 2013</b>

**CONTRACT AWARD**

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: CT AFIS LiveScan and Handheld Fingerprinting Devices

FOR: <b>Department of Public Safety, Division of State Police and All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education</b>	DELIVERY DATE REQ'D:
	TERM OF CONTRACT: <b>(5) Five Year Term</b>
	AGENCY REQUISITION NUMBER: <b>DPS00000099</b>

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$		<b>\$ 500000.00</b>	<b>Est. \$500,000.00</b>

**NOTICE TO CONTRACTORS:** This notice of award 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 purchase order.

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

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the 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.

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

**CONTRACTOR INFORMATION:**

**Company Name:** Cogent Systems, Inc.

**Address:** 5450 Frantz Road, Dublin, Ohio 43016

**Tel. No.:** (614) 718-9601

**Fax No.:** (614) 718-9694

**Contract Value:** \$500,000.00

**Contact Person:** Isam Saleh

**Vendor ID #:** 0000036804

**Delivery:** 21 days ARO

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

**Terms:** Net 45 Days

**Supply to Political Sub-Divisions:**  
Yes.

**Company E-mail Address:** isaleh@cogentsystems.com

**APPROVED**

**Paula Mitchell**  
**Purchasing Officer II**  
**IT Contracts & Purchasing Division**  
(Original Signature on Document in Procurement Files)

**APPROVED**

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

**Date Issued: February 13, 2008**

**STATE OF CONNECTICUT**  
**DOIT - CONTRACTS & PURCHASING DIVISION**

<b>Award Number</b> <b>07ITZ0124</b>
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*Purchasing Contact:*  
**Paula Mitchell, PSOII**

*Telephone Number:*  
**(860) 622-2215**

*E-Mail Address:*

<b>CONTRACT AWARD SCHEDULE</b>  <b>07ITZ0124</b>	CONTRACT AWARD DATE <b>February 13, 2008</b>	
	DELIVERY <b>21 days A.R.O.</b>	
	PAYMENT TERMS <b>Net 45 Days</b>	CASH DISCOUNT -- % -- Days

<b>Pricing includes all transportation charges FOB State Agency.</b>  <b>Page 1 OF 2</b>	VENDOR NAME: <b>Cogent Systems, Inc.</b>
	VENDOR ID#: <b>0000036804</b>

**Department of Information Technology**  
**is issuing this contract award**  
**for**

**The Department of Department of Public Safety, Division of State Police and All Using State Agencies,**  
**Municipalities, Political Subdivisions, Non-Profits and Education**  
**for**

**AFIS Live scan and Handheld Fingerprinting Devices**

**See Cogent Pricing and Specifications for Devices**

STATE OF CONNECTICUT  
DOIT - CONTRACTS PURCHASING DIVISION

Equipment	Manufacturer	Model Number	Quan	Price	Price	Discount (%)		Software	Installation	Price	Warranty	Support and Maintenance Services							
						Unit List	Off Unit List					Service	Year 1	Year 2	Year 3				
<b>500 ppi Live-Scan Booking Station</b> List and Complete for all major components	Cogent	Cogent CLS1								\$2,500	\$3,000	\$27,080	\$0						
Fingerprint/palmprint scanning unit	Crossmatch	Lite-Lite	1	\$19,000			20%												
Pentium IV PC	IBM	ThinkCentre	1	\$854			10%												
1280x1024 monitor	IBM	17" LCD	1	\$360			10%												
UPS (20 min)	APC	CS350	1	\$485			10%												
Ruggedized Cabinet	Crossmatch	LSI Cabinet - 115V	1	\$3,400			10%												
	Xerox	Phaser 4510N	1	\$2,000			10%												
<b>Mugshot / Facial Image Capture</b> List and Complete for all Major Components	Cogent	CLS1 Mugshot Option								\$3,000	\$15,475	\$0							
Mugshot capture/transmission software	Cogent	CMS-SW	1	\$13,000			20%												
Capture camera	Sony	EVI-D70 (or equiv.)	1	\$1,500			30%												
Lights/background	Cogent Systems	CMS-1	1	\$500			30%												
Color printer	Lexmark	C534n (or equivalent)	1	\$750			10%												
<b>Consumables / Replacement Products</b> N/A																			
<b>Palmprint Capture Capability</b> List and Complete for all Major Components	Cogent									\$0	\$0								
<b>None. This is a built in capability</b>	Built in capability	None																	



**STATE OF CONNECTICUT  
DOIT - CONTRACTS PURCHASING DIVISION**

										Support and Maintenance Services				
										Service				
Equipment	Manufacturer	Model Number	Quan	Unit List Price	Off Unit List Price	Discount (%)	Software Price	Installation Cost	Price	Warranty	Offering Level	Year 1	Year 2	Year 3
<b>500 ppi Live-Scan Desktop Station</b> List and Complete for all Major Components							\$2,500	\$3,000	\$24,020	\$0	Provide Costs for All Available Live-Scan Service Offerings			
Fingerprint/Palmprint Scanning Unit	Crossmatch	Lite-Ue	1	\$19,000		20%					Level 1	\$2,733	\$2,733	\$2,733
Pentium IV PC	IBM	ThinkCentre	1	\$854		10%								
1280x1024	IBM	17" LCD	1	\$350		10%								
UPS	APC	CS350	1	\$485		10%								
	Xerox	Phaser 4510n	1	\$2,000		10%								
<b>Mugshot / Facial Image Capture</b> List and Complete for all Major Components	Cogent	CLS1-Lite Mugshot Option						\$3,000	\$15,475	\$0	Provide Costs for All Available Mugshot / Facial Image Capture Service Offerings			
											Level 1	\$2,262	\$2,262	\$2,262
<b>Mugshot capture/transmission software</b>	Cogent	CMS-SW	1	\$13,000		20%								
<b>Capture camera</b>	Sony	EVI-D70 (or equiv.)	1	\$1,500		30%								
<b>Lights/background</b>	Cogent Systems	CMS-1	1	\$500		30%								
<b>Color printer</b>	Lexmark	C534n (or Equivalent)	1	\$750		10%								
<b>Consumables / Replacement Products</b>														
<b>Laptop Battery</b>	Sony	PCGABP2E	1	\$375		0%								
<b>Palmprint Capture Capability</b> List and Complete for all Major Components	Cogent								\$0	\$0	Provide Costs for All Palmprint Capture Available Service Offerings			
<b>None. This is a built in capability</b>	Built-in capability	None												



**STATE OF CONNECTICUT  
DOIT - CONTRACTS PURCHASING DIVISION**

Equipment	Manufacturer	Model Number	Quan.	Unit List Price	Discount (%) Off Unit List Price	Software Price	Installation Cost	Price	Warranty	Support and Maintenance Services			
										Service Offering Level	Year 1	Year 2	Year 3
<b>500 ppi Portable Live-Scan Station</b> List and Complete for all Major Components	Cogent	Cogent CCS				\$2,500	\$3,000	\$24,500	\$0	Provide Costs for All Available Live-Scan Service Offerings			
										Level 1	\$2,543	\$2,543	\$2,543
Notebook Computer	IBM	Lenovo	1	\$1,500	5%								
Firewire Cardbus PC Card (Included free of cost)	SIIG	SIIG 1394	1	\$0	0%								
Scanner	Crossmatch	Lite-Ue	1	\$19,000	10%								
Roller Case	Pelican	1560	1	\$500	5%								
<b>Mugshot / Facial Image Capture</b> List and Complete for all Major Components	Cogent	CLS1 Mugshot Option					\$3,000	\$15,475	\$0	Provide Costs for All Available Mugshot / Facial Image Capture Service Offerings			
										Level 1	\$2,262	\$2,262	\$2,262
Mugshot capture/transmission software +A134	Cogent	CMS-SW	1	\$13,000	20%								
Capture camera	Sony	EVI-D70 (or equiv.)	1	\$1,500	30%								
Lights/background	Cogent Systems	CMS-1	1	\$500	30%								
Color printer	Lexmark	C534n (or equivalent)	1	\$750	10%								
<b>Consumables / Replacement Products</b>													
Laptop battery	IBM	Lithium	1	\$375	0%								
<b>Palmprint Capture Capability</b> List and Complete for all Major Components								\$0	\$0	Provide Costs for All Palmprint Capture Available Service Offerings			
None. This is a built in capability.	Built in capability	none											







**STATE OF CONNECTICUT  
DOIT - CONTRACTS PURCHASING DIVISION**

										Support and Maintenance Services			
										Service			
Equipment	Manufacturer	Model Number	Quan	Price	Discount (%) Off Unit List Price	Software	Installation	Price	Warranty	Offering Level	Year 1	Year 2	Year 3
<b>1000 ppi Live-Scan Desktop Station</b> List and Complete for all Major Components  Fingerprint/palm print scanning unit Pentium IV PC 1279 x 1024 monitor UPS (20 min)	Cogent	CLS1-ABC 1K/DT						\$2,500	\$3,000	\$28,620	\$0	Provide Costs for All Available Live-Scan Service Offerings	
										Level 1	\$4,163	\$4,163	\$4,163
	Crossmatch	LSCAN1000P	1	\$22,000	10%								
	IBM	ThinkCentre	1	\$854	10%								
	IBM	17" LCD	1	\$350	10%								
	APC	CS350	1	\$485	10%								
	Xerox	Phaser 4510	1	\$2,000	10%								
<b>Mugshot / Facial Image Capture</b> List and Complete for all Major Components	Cogent	CLS1-ABC Mugshot Optic						\$3,000	\$15,475		\$0	Provide Costs for All Available Mugshot / Facial Image Capture Service Offerings	
										Level 1	\$2,262	\$2,262	\$2,262
	Cogent	CMS-SW	1	\$13,000	20%								
	Sony	EVI-D70 (or equiv.)	1	\$1,500	30%								
	Cogent Systems	CMS-I	1	\$500	30%								
	Lexmark	c534n	1	\$750	10%								
<b>Consumables / Replacement Products</b>													
N/A													
<b>Palmprint Capture Capability</b> List and Complete for all Major Components	Cogent									\$0	\$0	Provide Costs for All Palmprint Capture Available Service Offerings	
<b>None. This is a built in capability.</b>	This is a built in feature not applicable												



**STATE OF CONNECTICUT  
DOIT - CONTRACTS PURCHASING DIVISION**

Equipment	Manufacturer	Model Number	Quan	Unit List	Discount (%)	Software	Installation	Price	Warranty	Support and Maintenance Services					
				Off Unit List	Price					Price	Price	Cost	Year 1	Year 2	Year 3
<b>1000 ppi Portable Live-Scan Station</b> List and Complete for all Major Components	Cogent	CLS1-Lite 1000						\$2,500	\$3,000	\$27,200	\$0	Provide Costs for All Available Live-Scan Service Offerings			
Fingerprint/palmpoint scanner	Crossmatch	LS1 Lite/1K	1	\$22,000	10%							Level 1	\$3,713	\$3,713	\$3,713
Notebook Computer	IBM	Lenovo	1	\$1,500	5%										
Firewire CardBus PC Card (included free of cost)	SIIG	SIIG 1394	1	\$0	0%										
Roller Case	Crossmatch		1	\$500	5%										
<b>Mugshot / Facial Image Capture</b> List and Complete for all Major Components	Cogent	CLS1-Lite Mugshot Option						\$3,000	\$15,475	\$0		Provide Costs for All Available Mugshot / Facial Image Capture Service Offerings			
												Level 1	\$2,262	\$2,262	\$2,262
<b>Mugshot capture/transmission software</b>	Cogent	CMS-SW	1	\$13,000	20%										
<b>Capture camera</b>	Sony	EVI-D70 (or equiv.)	1	\$1,500	30%										
<b>Lights/background</b>	Cogent Systems	CMS-I	1	\$500	30%										
<b>Color Printer</b>	Lexmark	C534n(or equivalent)	1	\$750	10%										
<b>Consumables / Replacement Products</b>															
<b>Laptop Battery</b>	IBM	Lithium	1	\$375	0%										
<b>Palmpoint Capture Capability</b> List and Complete for all Major Components	Cogent							\$0	\$0			Provide Costs for All Palmpoint Capture Available Service Offerings			
<b>None. This is a built in feature.</b>	Built-in Capability	None													
<b>Integrated Card Swipe System for 1000 ppi Portable Live-Scan Station</b> List and Complete for all Major Components	CLS1- Mag Swipe Option								\$298	\$0		Provide Costs for All Integrated Card Swipe System Available Service Offerings			
												Level 1	\$30	\$30	\$30
<b>Software</b>	Cogent	CLS1/Mg	1	\$250	30%										
<b>Mag swipe unit</b>	ID Tech Inc	Minimag IDT 3321/31	1	\$175	30%										











**SPECIFICATIONS FOR LIVESCAN DEVICES**

**Cogent Specifications Sheet**

proposed in this response for the State of Connecticut

a) The products listed below are being

b)

<b>Product</b>	<b>Capability</b>	<b>Application</b>
Cogent CLS1 Livescan Booking Station	600ppi	Criminal
Cogent CLS1 Desktop	600ppi	Criminal
Cogent CLS1 Lite Portable	600ppi	Criminal
Cogent CLS1 Livescan Booking Station	600ppi	Criminal
Cogent CLS1 Desktop	600ppi	Criminal
Cogent CLS1 Lite Portable	600ppi	Criminal
Cogent Mugshot/Facial Image Capture	Livescan or stand alone	Criminal
Cogent Card Scanning Station	Various	Criminal
Cogent Mobile ID	Various	Criminal
ee) Mobile Ident		
ff) Blue Check		
gg) Web ID		
Cogent CS 500i Desktop	600ppi	Applicant
Cogent CS 500i Portable	600ppi	Applicant

ogent Printer – Xerox Phaser 0 ppm rim/Appl  
4510N

ogent Printer – Lexmark 0ppm mono/22 ppm color rim/Appl  
C534N

ogent Livescan Interface to  
RMS

**Cogent CLS1™ Livescan Booking Station – 500ppi**

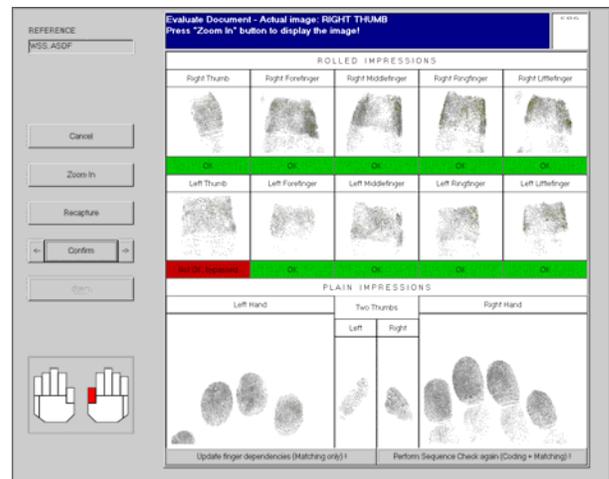
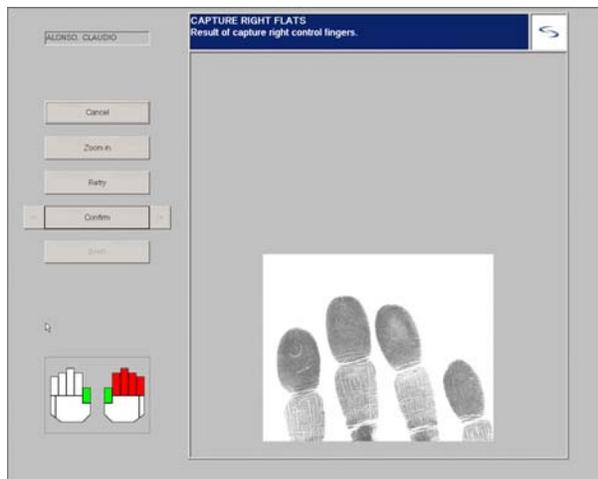
The Cogent CLS1™ Livescan booking station is the most advanced Livescan system available. It is housed in a ruggedized yet modern-looking cabinet, with a high-security glass front, to withstand extreme working conditions such as jails and prisons. It captures rolled fingers, flat impressions, and palm prints during the booking of a subject in a fast, reliable, easy-to-learn and inkless way. Image quality is so high that even the smallest ridge details are clearly visible. Scanning resolution of the base model is 500 ppi meets ANSI/NIST and FBI standards. The scanner is certified to meet and exceed the requirements of the FBI IAFIS Image Quality Specification (Appendix F). All data formatting is done with certified algorithms for WSQ compression. The superior quality of captured rolled fingerprint images is the ideal base for the fingerprint examiner work.



*Picture shows the completely configured cabinet system..*

Based on the most recent technology in image capturing/processing and on state-of-the art hardware and software components, the CLS1™ Livescan design allows for problem-free integration into larger booking management systems. Its convenient design includes a foot pedal for hands-free operation, along with function keys. Textual and graphic information is displayed in a single monitor, with an easy-to-use graphic user interface and on-screen buttons and zoom features. There is real-time preview, which helps the operator to place, guide and align the fingers/palms correctly, and which provides immediate feedback, including error messages if prints are not captured at an acceptable quality.

The software for the CLS1™ is designed to minimize the potential for human error and to apply practical, automated controls during intake. It accommodates a wide range of customer preferences so that unique customer needs can be met without costly custom programming. The capture sequence, for example, is fully configurable. Exceptional conditions such as missing fingers can be marked before or during scanning. Automated features include the application of pre-determined formats for data entered during booking. This reduces the number of steps an operator must perform during the intake process, thus contributing to operational efficiency.



Various input validation checks are also performed automatically, such as a finger sequence check and check on print quality.

Please refer to the accompanying document, *Cogent Livescan Equipment: Software*, for more information on Cogent's Livescan software.

Object-oriented software developed by Cogent Systems minimizes the complexity of user training, promotes efficient operation, maximizes quality control, and allows networked operation. Optional functions can be added by making simple configuration changes to the software. Remote servicing is supported by downloadable firmware updates and self-test functions, with report generation available.

## CLS1™ Livescan Booking Station – Features and Components

### **General:**

- Fast, convenient reliable capture of forensic quality flat and rolled fingerprints and palm prints
- Full visibility of smallest ridge details
- Quality assurance checking
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Fingerprint **and** palm print capturing
- Signature capturing
- Intuitive and easy-to-use operation using function keys
- Full-size, ruggedized cabinet for device protection
- Complete print job control
- Database and network connections
- Biometric logon
- Customizable administrative reports

### **Standard Hardware:**

- Crossmatch Lite Ue forensic-quality finger and palm print scanner
- Ruggedized livescan cabinet
- IBM 1.6 GHz PC (Energy Star compliant)
- 80 GB IDE hard disk
- 1 GB RAM
- 10/100/1000MB network card
- 56 Kb internal modem
- 19" 1280x1024 Resolution Color Monitor (Energy Star compliant)
- APC Back UPS (20-minute capacity)
- Keyboard with mouse

### **Recommended Printers:**

- Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

**Options:**

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information
- This Livescan model can be equipped for capture at 1000 ppi resolution

### CLS1™ Livescan Booking Station - Technical Specifications

Supply voltages of the cabinet:	Available in versions for 115 Volts (America) or 230 Volts (Europe).
Power consumption (cabinet alone without any installed components):	Max. 70 VA (operation) for the cooling fans. Fan speed is temperature controlled.
Certificates:	Cooling system control unit and fans are CE (Europe) and UL (US, Canada) compliant. Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners.
Weight:	122 kg (270 lbs.) including the wooden transport palette.
Overall dimensions of the cabinet:	Tolerances +/- 10 mm for all dimensions:
• Width	63 cm (= 24.6 inches)
• Height, incl. casters	173 cm (= 67.9 inches)
• Depth (cabinet only)	65 cm (= 25.5 inches)
• Depth (cabinet + scanner)	83 cm (= 32.5 inches)

### Compliance with Energy Star Requirements

The Cogent CLS1™ uses personal computers and monitors that are fully-compliant with Energy Star requirements.

### CLS1™ - Compliance with State of Connecticut Requirements for Livescan Booking Stations

The CLS1™ conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices and to all of the following specific requirements for booking Livescans:

- Have a ruggedized metal housing capable of withstanding severe physical abuse in a criminal-booking situation.
- Have all computer hardware enclosed in a metal cabinet that cannot be dislodged from the Livescan booking station.
- Be able to be bolted to the floor if required.

- Have fingerprint and palmprint capture platens that cannot easily be scratched or damaged.
- Have image capture platens that can easily be cleaned using commercially available cleansers.
- Have platens that can be certified for at least 10,000 uses.
- Have platens designed so that they can easily be replaced in the event that they are damaged or scratched.
- Be equipped with touch screen controls and/or ruggedized keyboards for task selection and data entry.
- Contain a lockable space to securely house electric and network connections.
- Be capable of continually attempting to transmit transaction data to the Connecticut AFIS Identification Server at 30-minute intervals (for up to three days) until the transmission is successfully completed.
- Be capable of receiving, decrypting, and storing (up to 500 complete transaction data sets including all images captured at 500 ppi) or forwarding (encrypted) AFIS-IS ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- Livescan booking stations which are capable of capturing images at 1000 ppi are capable of receiving, decrypting, and storing (up to 500 complete transaction data sets including all images captured at 1000 ppi) or forwarding (encrypted) AFIS-IS ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- Allow the operator to use foot or hand controls to capture image data.

### **CLS1™ - Deviations from State of Connecticut Requirements for Livescan Booking Stations**

The CLS1™ does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for booking Livescan equipment.

### **Training and User Documentation**

The purchase price for the CLS1™ includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CLS1™ is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CLS1 Desktop Livescan – 500ppi

The Cogent CLS1 Desktop Livescan provides the same functionality as the CLS1™ Booking Livescan Station but is configured for desktop use in a standard office environment. The system consists of a fingerprint/ palmprint scanning unit designed for desktop use, a personal computer, a high-resolution monitor, and, optionally, an FBI-certified printer. The scanning unit uses a ruggedized, compact casing made of heavy welded sheet metal to protect optical components – which are the same high-quality components used in the CLS1™.



*Picture shows a completely-configured desktop system workstation..*

The CLS1 Desktop uses the same software for fingerprint capture and transmission as the CLS1™. Consequently, the system benefits from the same practical design features that contribute to efficiency and quality control. Like the CLS1™, the CLS1 Desktop is highly configurable and can accommodate a wide range of customer preferences. Its automated features include the application of pre-determined formats for data entered during intake. This reduces the number of steps an operator must perform during the intake process, thus contributing to operational efficiency. Various input validation checks are also performed automatically, such as a finger sequence check and check on print quality.

## CLS1 Desktop Livescan – Features and Components

### General:

- Fast, convenient reliable capture of forensic quality flat and rolled fingerprints and palm prints
- Automatic adaptation to rolling direction and speed
- Built-in automatic quality checking for optimum image quality and correct sequence
- WSQ image compression
- Automatic queuing of finished data files, with event logging and recovery mechanisms
- Electronic mail communication protocol
- Real-time, high-resolution image preview on screen
- Real-time preview while rolling/capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Preformatted data fields based on predefined lists, for ease of demographic data entry
- Data checking and real-time operator feedback for assurance of correct data entry format
- Signature capturing
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing protects scanner optics
- Complete print job control
- Database and network connections
- Remote diagnostics and maintenance available

Biometric (fingerprint) logon  
Customizable administrative reports

**Standard Hardware:**

Crossmatch Lite Ue forensic-quality finger and palm print scanner  
IBM 1.6 GHz PC (Energy Star compliant)  
80 GB IDE hard disk  
1 GB RAM  
10/100/1000MB network card  
56 Kb internal modem  
19" 1280x1024 Resolution Color Monitor (Energy Star compliant)  
APC Back UPS (20-minute capacity)  
Keyboard with mouse

**Recommended Printer:**

Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

Cogent finger and palm capture and processing software modules (FBI certified)  
Livescan standard module (capture 14 NIST fingerprint images)  
WSQ compression module (FBI certified)  
SMTP NIST interface module  
Windows XP Pro operating system

**Options:**

Integrated system for capture of facial images and scars, marks, and tattoos  
Integrated card swipe system for capture of billing and demographic information  
This Livescan model can be equipped for capture at 1000 ppi resolution

**CLS1 Desktop Livescan - Technical Specifications**

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Power consumption:	Approximately 10 Amps
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners.
Weight (scanning unit only)	Approximately 50 lbs.
Overall dimensions (scanning unit only)	(Approximate) W x D x H = 18.5" X 22" X 10.5" (47 cm X 60 X 27 cm)

**Compliance with Energy Star Requirements**

The Cogent CLS1 Desktop uses personal computers and monitors that are fully-compliant with Energy Star requirements.

## CLS1 Desktop Compliance with State of Connecticut Requirements for Desktop Livescans

The CLS1 Desktop conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices and to all of the following specific requirements for desktop Livescans:

- a. Have fingerprint and palmprint capture platens that cannot easily be scratched or damaged.
- b. Have image capture platens that can easily be cleaned using commercially available cleansers.
- c. Have platens that can be certified for at least 10,000 uses.
- d. Have platens designed so that they can easily be replaced in the event that they are damaged or scratched.
- e. Be equipped with touch screen or keyboard/mouse controls for task selection and data entry.
- f. Have the capability of sending ANSI/NIST Transactions to a local data storage device immediately and to the AFIS-IS on at least a 30 minute basis.
- g. Be capable of continually attempting to transmit the data to the Connecticut AFIS-IS at 30-minute intervals for 3 days until the transmission is complete.
- h. Each Desktop Live-Scan station shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 500 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- i. Each Desktop Live-Scan station capable of capturing images at 1000 ppi shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 1000 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.

## CLS1 Desktop Deviation from State of Connecticut Requirements for Desktop Livescans

The CLS1 Desktop does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for desktop Livescan equipment.

## Training and User Documentation

The purchase price for the CLS1 Desktop includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

## Warranty and Support

The CLS1 Desktop is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CLS1 Portable Livescan System - 500ppi

The Cogent CLS1 Portable Livescan is housed in a slim, lightweight, yet sturdy casing. The device features capability for high-quality rolled, flat, and palm capturing. The entire system can operate from a 12V DC power source such as a car cigarette lighter, so that you can set up a Livescan workstation in minutes, on any desktop. The only cabling required is a Firewire® connection between the scanner and a laptop or notebook.



The CLS1 conforms to the same standards as the booking station: quality checking, real-time operator feedback, a foot capture pedal, configurable textual entry and capture sequencing, and conformance with ANSI/NIST and FBI standards.

Optional components for the CLS1 Portable includes a Transport Rollercase (refer to the photo at the left), which includes sturdy casters, and well-protected compartments for each component to protect the equipment against damage during transport.

### CLS1 Portable Livescan – Features and Components

#### General:

- True forensic quality flat and rolled fingerprint capture and palm print capture
- Automatic, real-time quality checking for image quality and sequence
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing for scanning device protection
- Complete print job control
- Database and network connections

#### Standard Hardware:

- Crossmatch Lite Ue finger and palm print scanner
- Lenovo notebook computer with 14-inch monitor

#### Recommended Printer:

- Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

**Options:**

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information
- This Livescan model can be equipped for capture at 1000 ppi resolution

**CLS1 Portable Livescan - Technical Specifications**

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanner
Weight:	Approximately 55 lbs (25 kg), including Notebook PC and Rollercase
Scanner dimensions:	W x D x H = 13.8" X 19.7" X 5.9" (35 cm X 50 cm X 15 cm)
Optional Transport Rollercase dimensions:	W x D x H = 26.4" X 25.6" X 13.0" (67 cm X 65 cm X 33 cm)

**Compliance with Energy Star Requirements**

The Cogent CLS1 Portable uses a notebook computer in conjunction with a portable livescan unit. The notebook computer is fully-compliant with Energy Star requirements.

**CLS1 Portable Compliance with State of Connecticut Requirements for Portable Livescans**

The CLS1 Portable conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices\* and to the all of the specific requirements for portable Livescans contained in the agency specification.

Specific requirements with which it conforms are:

- a. Have screen capable of displaying full fingerprint card images at a 1:1 ratio or better including demographic data.
- b. Portable Livescan stations with the preferred capability to capture palmprint images shall have screens capable of displaying (using a separate screen refresh from the tenprint images) palmprint image sets at 1:1 ratio or better for criminal bookings.
- c. The laptop component shall have the ability to operate on battery power with no degradation in image quality capture rates for at least one hour before the battery is recharged.

- d. Be capable of storing (up to 500 complete transaction data sets including images captured at 500ppi) and downloading ANSI/NIST transactions either to a Desktop Livescan station or Livescan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
  - e. Portable LiveScan stations capable of capturing images at 1000ppi shall be capable of storing (up to 500 complete transaction data sets including images captured at 1000ppi) and downloading ANSI/NIST transactions either to a Desktop LiveScan station or LiveScan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
  - f. Have standard 110-volt electrical connections.
  - g. Include at least one battery.
  - h. Include a ruggedized carrying case.
- \* The State's general requirements include a set of dimensions for the portable Livescan that is intended to quantify the concept of "portability." The stated dimensions are 24" x 18" x 4.5". The actual dimensions of the CLS1 Portable are 19.7" x 13.8" x 5.9". In terms of cubic volume, the CLS1 Portable is smaller than a device of the dimensions used to define "portable".

#### **CLS1 Portable Deviation from State of Connecticut Requirements for portable Livescans**

The CLS1 Portable does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for portable Livescan equipment.

#### **Training and User Documentation**

The purchase price for the CLS1 Portable includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

#### **Warranty and Support**

The CLS1 Portable is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail

- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CLS1 Livescan Booking Station – 1000ppi

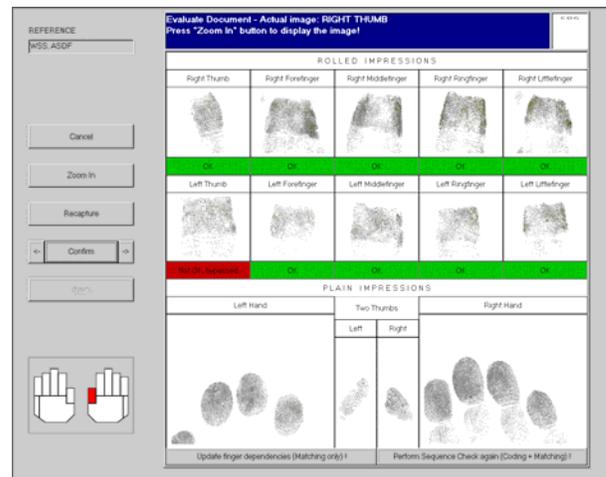
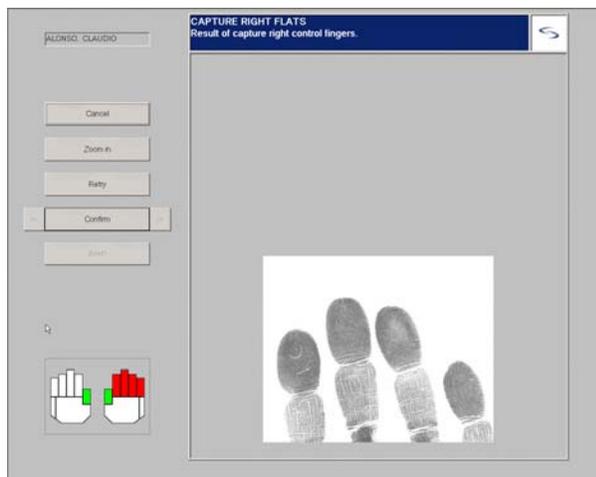
The Cogent CLS1™ Livescan booking station is the most advanced Livescan system available. It is housed in a ruggedized yet modern-looking cabinet, with a high-security glass front, to withstand extreme working conditions such as jails and prisons. It captures rolled fingers, flat impressions, and palm prints during the booking of a subject in a fast, reliable, easy-to-learn and inkless way. Image quality is so high that even the smallest ridge details are clearly visible. Scanning resolution is 1000 ppi and meets ANSI/NIST and FBI standards. The scanner is certified to meet and exceed the requirements of the FBI IAFIS Image Quality Specification (Appendix F). All data formatting is done with certified algorithms for WSQ compression. The superior quality of captured rolled fingerprint images is the ideal base for the fingerprint examiner work.



*Picture shows the completely configured cabinet system.*

Based on the most recent technology in image capturing/processing and on state-of-the-art hardware and software components, the CLS1™ Livescan design allows for problem-free integration into larger booking management systems. Its convenient design includes a foot pedal for hands-free operation, along with function keys. Textual and graphic information is displayed in a single monitor, with an easy-to-use graphic user interface and on-screen buttons and zoom features. There is real-time preview, which helps the operator to place, guide and align the fingers/palms correctly, and which provides immediate feedback, including error messages if prints are not captured at an acceptable quality.

The software for the CLS1™ is designed to minimize the potential for human error and to apply practical, automated controls during intake. It accommodates a wide range of customer preferences so that unique customer needs can be met without costly custom programming. The capture sequence, for example, is fully configurable. Exceptional conditions such as missing fingers can be marked before or during scanning. Automated features include the application of pre-determined formats for data entered during booking. This reduces the number of steps an operator must perform during the intake process, thus contributing to operational efficiency. Various input validation checks are also performed automatically, such as a finger sequence



check and check on print quality.

Please refer to the accompanying document, *Cogent Livescan Equipment: Software*, for more information on Cogent's Livescan software.

Object-oriented software developed by Cogent Systems minimizes the complexity of user training, promotes efficient operation, maximizes quality control, and allows networked operation. Optional functions can be added by making simple configuration changes to the software. Remote servicing is supported by downloadable firmware updates and self-test functions, with report generation available.

## CLS1™ Livescan Booking Station – Features and Components

### **General:**

- Fast, convenient reliable capture of forensic quality flat and rolled fingerprints and palm prints
- Full visibility of smallest ridge details
- Quality assurance checking
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Fingerprint **and** palm print capturing
- Signature capturing
- Intuitive and easy-to-use operation using function keys
- Full-size, ruggedized cabinet for device protection
- Complete print job control
- Database and network connections
- Biometric logon
- Customizable administrative reports

### **Standard Hardware:**

- Crossmatch CLScan 1000 forensic-quality finger and palm print scanner
- Ruggedized livescan cabinet
- IBM 1.6 GHz PC (Energy Star compliant)
- 80 GB IDE hard disk
- 1 GB RAM
- 10/100/1000MB network card
- 56 Kb internal modem
- 19" 1280x1024 Resolution Color Monitor (Energy Star compliant)
- APC Back UPS (20-minute capacity)
- Keyboard with mouse

### **Recommended Printers:**

- Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

**Options:**

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information
- This Livescan model can be equipped for capture at 1000 ppi resolution

**CLS1™ Livescan Booking Station - Technical Specifications**

Supply voltages of the cabinet:	Available in versions for 115 Volts (America) or 230 Volts (Europe).
Power consumption (cabinet alone without any installed components):	Max. 70 VA (operation) for the cooling fans. Fan speed is temperature controlled.
Certificates:	Cooling system control unit and fans are CE (Europe) and UL (US, Canada) compliant. Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners.
Weight:	122 kg (270 lbs.) including the wooden transport palette.
Overall dimensions of the cabinet:	Tolerances +/- 10 mm for all dimensions:
• Width	63 cm (= 24.6 inches)
• Height, incl. casters	173 cm (= 67.9 inches)
• Depth (cabinet only)	65 cm (= 25.5 inches)
• Depth (cabinet + scanner)	83 cm (= 32.5 inches)

**Compliance with Energy Star Requirements**

The Cogent CLS1™ uses personal computers and monitors that are fully-compliant with Energy Star requirements.

**CLS1™ - Compliance with State of Connecticut Requirements for Livescan Booking Stations**

The CLS1™ conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices and to all of the following specific requirements for booking Livescans:

- Have a ruggedized metal housing capable of withstanding severe physical abuse in a criminal-booking situation.
- Have all computer hardware enclosed in a metal cabinet that cannot be dislodged from the Livescan booking station.
- Be able to be bolted to the floor if required.

- Have fingerprint and palmprint capture platens that cannot easily be scratched or damaged.
- Have image capture platens that can easily be cleaned using commercially available cleansers.
- Have platens that can be certified for at least 10,000 uses.
- Have platens designed so that they can easily be replaced in the event that they are damaged or scratched.
- Be equipped with touch screen controls and/or ruggedized keyboards for task selection and data entry.
- Contain a lockable space to securely house electric and network connections.
- Be capable of continually attempting to transmit transaction data to the Connecticut AFIS Identification Server at 30-minute intervals (for up to three days) until the transmission is successfully completed.
- Be capable of receiving, decrypting, and storing (up to 500 complete transaction data sets including all images captured at 500 ppi) or forwarding (encrypted) AFIS-IS ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- Livescan booking stations which are capable of capturing images at 1000 ppi are capable of receiving, decrypting, and storing (up to 500 complete transaction data sets including all images captured at 1000 ppi) or forwarding (encrypted) AFIS-IS ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- Allow the operator to use foot or hand controls to capture image data.

### **CLS1™ - Deviations from State of Connecticut Requirements for Livescan Booking Stations**

The CLS1™ does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for booking Livescan equipment.

### **Training and User Documentation**

The purchase price for the CLS1™ includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CLS1™ is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CLS1 Desktop Livescan – 1000ppi

The Cogent CLS1 Desktop Livescan provides the same functionality as the CLS1™ Booking Livescan Station but is configured for desktop use in a standard office environment. The system consists of a fingerprint/ palmprint scanning unit designed for desktop use, a personal computer, a high-resolution monitor, and, optionally, an FBI-certified printer. The scanning unit uses a ruggedized, compact casing made of heavy welded sheet metal to protect optical components – which are the same high-quality components used in the CLS1™.



*configured desktop system workstation..*

The CLS1 Desktop uses the same software for fingerprint capture and transmission as the CLS1™. Consequently, the system benefits from the same practical design features that contribute to efficiency and quality control. Like the CLS1™, the CLS1 Desktop is highly configurable and can accommodate a wide range of customer preferences. Its automated features include the application of pre-determined formats for data entered during intake. This reduces the number of steps an operator must perform during the intake process, thus contributing to operational efficiency. Various input validation checks are also performed automatically, such as a finger sequence check and check on print quality.

## CLS1 Desktop Livescan – Features and Components

### General:

- Fast, convenient reliable capture of forensic quality flat and rolled fingerprints and palm prints
- Automatic adaptation to rolling direction and speed
- Built-in automatic quality checking for optimum image quality and correct sequence
- WSQ image compression
- Automatic queuing of finished data files, with event logging and recovery mechanisms
- Electronic mail communication protocol
- Real-time, high-resolution image preview on screen
- Real-time preview while rolling/capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Preformatted data fields based on predefined lists, for ease of demographic data entry
- Data checking and real-time operator feedback for assurance of correct data entry format
- Signature capturing
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing protects scanner optics
- Complete print job control
- Database and network connections
- Remote diagnostics and maintenance available
- Biometric (fingerprint) logon

Customizable administrative reports

**Standard Hardware:**

- Crossmatch CLScan 1000 forensic-quality finger and palm print scanner
- IBM 1.6 GHz PC (Energy Star compliant)
- 80 GB IDE hard disk
- 1 GB RAM
- 10/100/1000MB network card
- 56 Kb internal modem
- 19" 1280x1024 Resolution Color Monitor (Energy Star compliant)
- APC Back UPS (20-minute capacity)
- Keyboard with mouse

**Recommended Printer:**

Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

**Options:**

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information
- This Livescan model can be equipped for capture at 1000 ppi resolution

**CLS1 ABC™ Desktop Livescan - Technical Specifications**

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Power consumption:	Approximately 10 Amps
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners.
Weight (scanning unit only)	Approximately 50 lbs.
Overall dimensions (scanning unit only)	(Approximate) W x D x H = 18.5" X 22" X 10.5" (47 cm X 60 X 27 cm)

**Compliance with Energy Star Requirements**

The Cogent CLS1 Desktop uses personal computers and monitors that are fully-compliant with Energy Star requirements.

## CLS1 Desktop Compliance with State of Connecticut Requirements for Desktop Livescans

The CLS1 Desktop conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices and to all of the following specific requirements for desktop Livescans:

- j. Have fingerprint and palmprint capture platens that cannot easily be scratched or damaged.
- k. Have image capture platens that can easily be cleaned using commercially available cleansers.
- l. Have platens that can be certified for at least 10,000 uses.
- m. Have platens designed so that they can easily be replaced in the event that they are damaged or scratched.
- n. Be equipped with touch screen or keyboard/mouse controls for task selection and data entry.
- o. Have the capability of sending ANSI/NIST Transactions to a local data storage device immediately and to the AFIS-IS on at least a 30 minute basis.
- p. Be capable of continually attempting to transmit the data to the Connecticut AFIS-IS at 30-minute intervals for 3 days until the transmission is complete.
- q. Each Desktop Live-Scan station shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 500 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- r. Each Desktop Live-Scan station capable of capturing images at 1000 ppi shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 1000 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.

## CLS1 Desktop Deviation from State of Connecticut Requirements for Desktop Livescans

The CLS1 Desktop does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for desktop Livescan equipment.

## Training and User Documentation

The purchase price for the CLS1 Desktop includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

## Warranty and Support

The CLS1 Desktop is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CLS1 Portable Livescan System – 1000ppi

The Cogent CLS1 Portable Livescan is housed in a slim, lightweight, yet sturdy casing. The device features capability for high-quality rolled, flat, and palm capturing. The entire system can operate from a 12V DC power source such as a car cigarette lighter, so that you can set up a Livescan workstation in minutes, on any desktop. The only cabling required is a Firewire® connection between the scanner and a laptop or notebook.



The CLS1 Portable conforms to the same standards as the booking station: quality checking, real-time operator feedback, a foot capture pedal, configurable textual entry and capture sequencing, and conformance with ANSI/NIST and FBI standards.

Optional components for the CLS1 Portable include a Transport Rollercase (refer to the photo at the left), which includes sturdy casters, and well-protected compartments for each component to protect the equipment against damage during transport.

### CLS1 Portable Livescan – Features and Components

#### General:

- True forensic quality flat and rolled fingerprint capture and palm print capture
- Automatic, real-time quality checking for image quality and sequence
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing for scanning device protection
- Complete print job control
- Database and network connections

#### Standard Hardware:

- Crossmatch CLScan 1000 finger and palm print scanner
- Lenovo notebook computer with 14-inch monitor

**Recommended Printer:**

Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

**Standard Software:**

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

**Options:**

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information
- This Livescan model can be equipped for capture at 1000 ppi resolution

**CLS1 Portable Livescan - Technical Specifications**

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanner
Weight:	Approximately 55 lbs (25 kg), including Notebook PC and Rollercase
Scanner dimensions:	W x D x H = 13.8" X 19.7" X 5.9" (35 cm X 50 cm X 15 cm)
Optional Transport Rollercase dimensions:	W x D x H = 26.4" X 25.6" X 13.0" (67 cm X 65 cm X 33 cm)

**Compliance with Energy Star Requirements**

The Cogent CLS1 Portable uses a notebook computer in conjunction with a portable livescan unit. The notebook computer is fully-compliant with Energy Star requirements.

**CLS1 Portable Compliance with State of Connecticut Requirements for Portable Livescans**

The CLS1 Portable conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices\* and to the all of the specific requirements for portable Livescans contained in the agency specification. Specific requirements with which it conforms are:

- i. Have screen capable of displaying full fingerprint card images at a 1:1 ratio or better including demographic data.
- j. Portable Livescan stations with the preferred capability to capture palmprint images shall have screens capable of displaying (using a separate screen refresh from the tenprint images) palmprint image sets at 1:1 ratio or better for criminal bookings.

- k. The laptop component shall have the ability to operate on battery power with no degradation in image quality capture rates for at least one hour before the battery is recharged.
  - l. Be capable of storing (up to 500 complete transaction data sets including images captured at 500ppi) and downloading ANSI/NIST transactions either to a Desktop Livescan station or Livescan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
  - m. Portable LiveScan stations capable of capturing images at 1000ppi shall be capable of storing (up to 500 complete transaction data sets including images captured at 1000ppi) and downloading ANSI/NIST transactions either to a Desktop LiveScan station or LiveScan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
  - n. Have standard 110-volt electrical connections.
  - o. Include at least one battery.
  - p. Include a ruggedized carrying case.
- \* The State's general requirements include a set of dimensions for the portable Livescan that is intended to quantify the concept of "portability." The stated dimensions are 24" x 18" x 4.5". The actual dimensions of the CLS1 Portable are 19.7" x 13.8" x 5.9". In terms of cubic volume, the CLS1 Portable is smaller than a device of the dimensions used to define "portable".

### **CLS1 Portable Deviation from State of Connecticut Requirements for portable Livescans**

The CLS1 Portable does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for portable Livescan equipment.

### **Training and User Documentation**

The purchase price for the CLS1 Portable includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CLS1 Portable is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

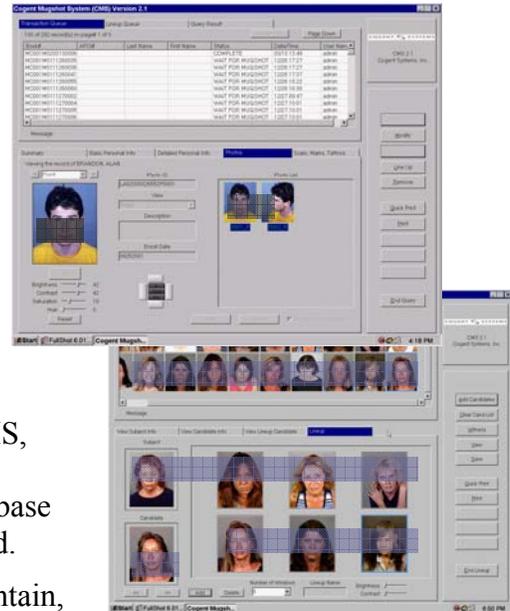
## Cogent Mugshot/Facial Image Capture System: Specification

The Cogent CMS™ Mugshot/Facial Imaging System (Version 2.1) is a full-featured, easy-to-use, automated system for capturing facial images and scars, marks, and tattoos during the booking process. Its capture software module is designed for easy integration into any model in Cogent's Livescan product line so that fingerprints, palm prints, mugshots, and images of scars, marks and tattoos can be captured at the same workstation during the intake process. The software offers a quick, easy, cost-effective way to start and maintain a mugshot booking database. It includes advanced features such as recognition of prior arrests on new record entry and on-screen image capture previewing, and it is designed to interface readily with AFIS, Livescan, and live ID systems. When integrated with other systems, the data from these systems share a common database structure, so that positive identification is greatly simplified.

CMS™ workstation software can be used to capture, maintain, organize and query digital photo images and associated demographic information associated with arrest records and to print court exhibits and reports. Images and data are stored in SQL- and ODBC-compliant database formats. Enlarged photo viewing is available for every photograph in a record. As new charges and statutes are entered, arrest information can be added to the software, so that the software adapts to the needs of your working environment.

CMS™'s lineup utility is used to perform searches against facial image and scar, mark, and tattoo databases. Its intuitive, user-friendly graphical user interface allows you to view suspect records and lineups quickly and efficiently, keeping training costs low. The operator can quickly and easily perform searches that are as inclusive or exclusive as he/she desires. The software also has a query utility which allows the operator to quickly set up the parameters for lineup searches, with a user-friendly basic lineup witness window for viewing mugshots and SMTs.

EFIPS data import and export (for e-mailing, etc.) are supported. The software is network-ready, and fully Windows® compatible. It conforms to NIST standards, thus supporting unlimited search capability against local and national databases. It is highly configurable, allowing unique customer needs and preferences to be accommodated without custom programming costs. An administrator module is used to set preferences and to assign access rights to the system.



## CMS™ Components

### Hardware (for Livescan or stand-alone workstation):

IBM Personal Computer Pentium IV 1.6 GHz PC or equivalent (Energy Star compliant)  
80 GB IDE hard disk  
1 GB RAM  
10/100/1000MB network card  
56 Kb internal modem  
19" 1280 x 1024 Resolution Color Monitor or equivalent (Energy Star compliant)  
APC Back UPS  
Standard Keyboard  
Mouse  
Sony EVI-D30 CCD camera or the equivalent

### Recommended Printers:

Lexmark C534N color laser printer or equivalent (Energy Star compliant)

### Standard Software:

Cogent CMS™ Mugshot/Facial Imaging Software (Version 2.1 or higher) Image Capture Module (for installation on Livescans)  
Cogent CMS™ Mugshot/Facial Imaging Software (Version 2.1 or higher) for CMS Workstation  
Windows-NT 32 bit operating system

## CMS™ Software Specifications

Operating System:	Windows XP Pro
Required RAM	1GB
Required Processing Speed	1.6 GHz
Compliance with International Specifications/Standards	Complies with NIST Best Practice Recommendation for the Capture of Mugshots

## Compliance with Energy Star Requirements

Cogent use a personal computer and monitor in Livescans equipped with the CMS™ image capture software and for stand-alone CMS™ workstations. This hardware platform is fully-compliant with Energy Star requirements.

## CMS™ Compliance with State of Connecticut Requirements for Mugshot Systems

The Department of Public Safety, Division of State Police agency specification for Livescan devices includes a general requirement for Livescan devices to be integrated, at the customer's option, with a mugshot/facial image capture system. The CMS™ conforms to the agency specification, providing the following required capabilities:

- Ability to generate 24 bit color photographs at a minimum of 480 pixels in the horizontal direction by 600 pixels in the vertical direction.
- Ability to link the unique record identification number created by a Livescan or Card Scan station to the captured digital image.
- Ability to be integrated with a Livescan system and directly transmit the digital image, with appropriate identification numbers and demographic data to the Connecticut AFIS-IS using ANSI/NIST transactions.
- Meet all of the requirements of the NIST Best Practice Recommendation for the Capture of Mugshots:
- Shall not allow the editing or altering of facial, scars, marks, and tattoo images other than contrast/brightness adjustments.
- Allow for capture of images at a higher density of pixels than specified in the NIST Best Practice Recommendation for the Capture of Mugshots.

### **CMS™ Deviation from State of Connecticut Requirements for Mugshot Systems**

The CMS™ does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for mugshot systems.

### **Training and User Documentation**

The purchase price for CMS™ includes onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance. It also includes hardware, software, and capture subsystem recalibration. The purchase price also includes a full set of user, administrator, and technical documentation.

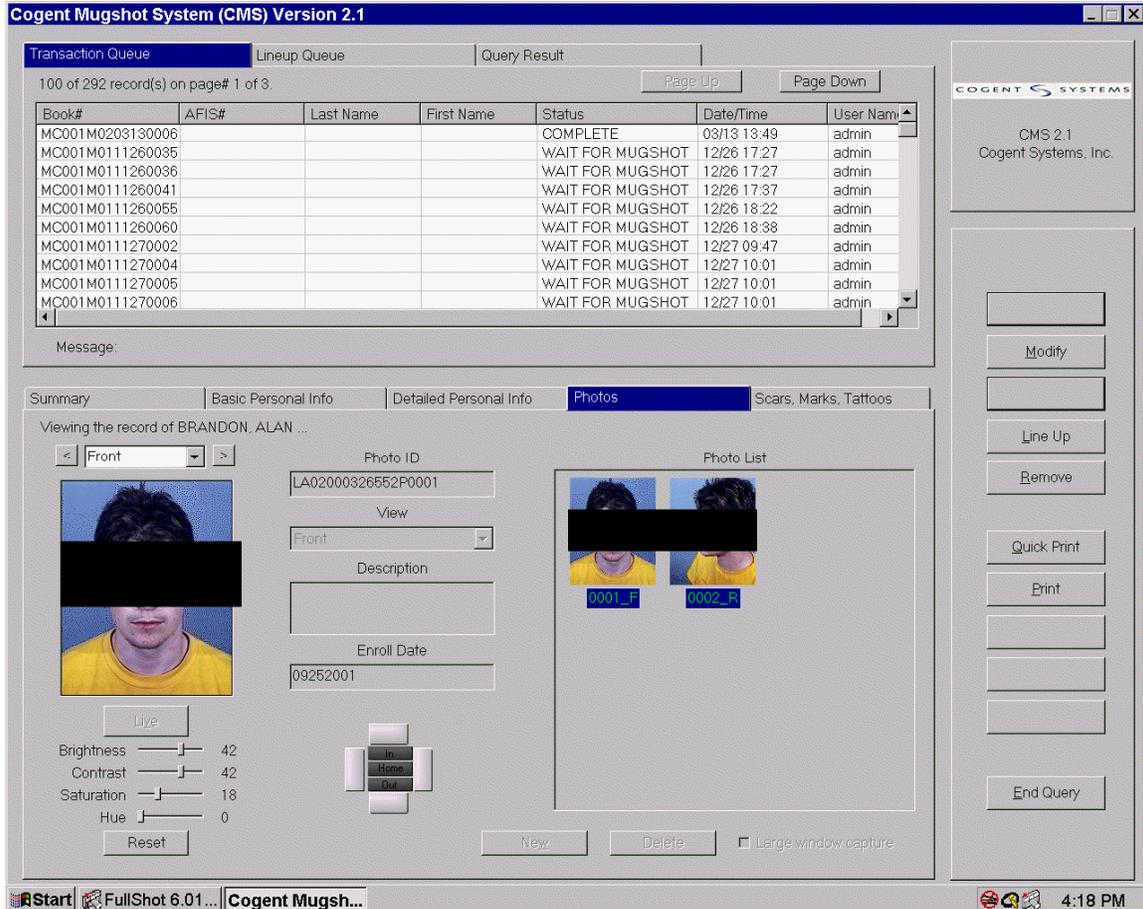
### **Warranty and Support**

The CMS™ is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

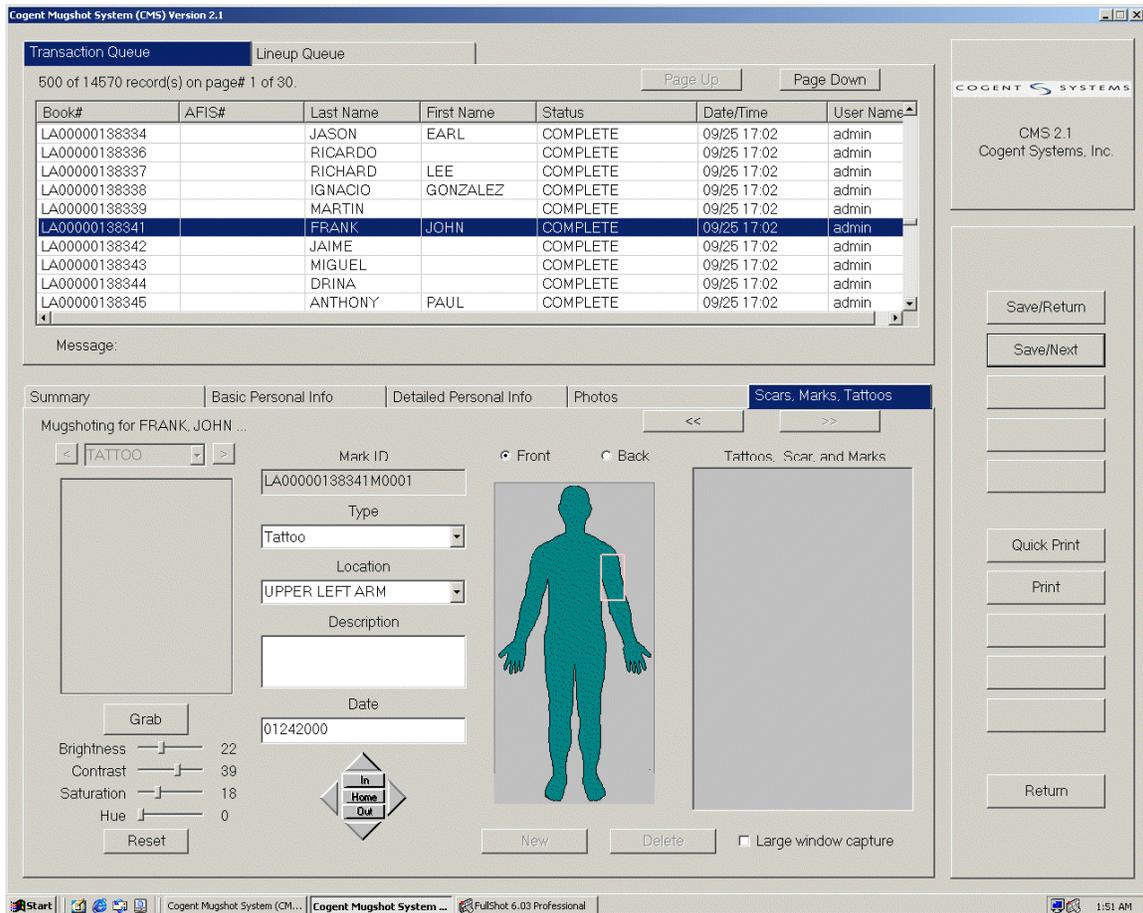
## Exhibits

The exhibits below show some sample windows from CMS 2.1™ software, along with brief descriptions of functionality.



## Exhibit 1

Sample mugshot window. The software interfaces with AFIS, Livescan and Live ID to streamline the booking process. The suspect's mugshot is stored along with pertinent demographic and arrest information. Mugshot photos can be taken from front and side angles. Photos can also be taken of SMT's (refer to **Exhibit 2** below.)



## Exhibit 2

Sample mugshot window – SMT utility. Picture of SMT is stored along with pertinent demographic, arrest information, as well as with the mugshot photo. The area/location of the SMT is shown in the head-to-toe graphic upon selection of same from the drop-down menu (see rectangle over upper left arm, which corresponds to selection made in the drop-down menu labeled **Location**). Records and information are stored in one central location, redundant data entry is eliminated, and graphical interface is intuitive and easy to learn.

**Query by Personal Info** [X]

Query by Basic Personal Info | **Query by Detailed Personal Info** | Query by Physical Description | Query by Expression

Book# [ ] ... AFIS# [ ] ...

**Physical Description**

Sex [ ] ... Age [ ] ...

Height [ ] ... Weight [ ] ...

Race [ ] ... App. Race [ ] ...

Build [ ] ... Complex [ ] ...

**Eyes Description**

Eye Color [ ] ... Lenses [ ]

Cast [ ] ... Missing [ ]

Blind  Unknown  Yes  No Blind Desc. [ ]

Other  Unknown  Yes  No

**Dental/Mouth Description**

Missing Upper [ ] Missing Lower [ ]

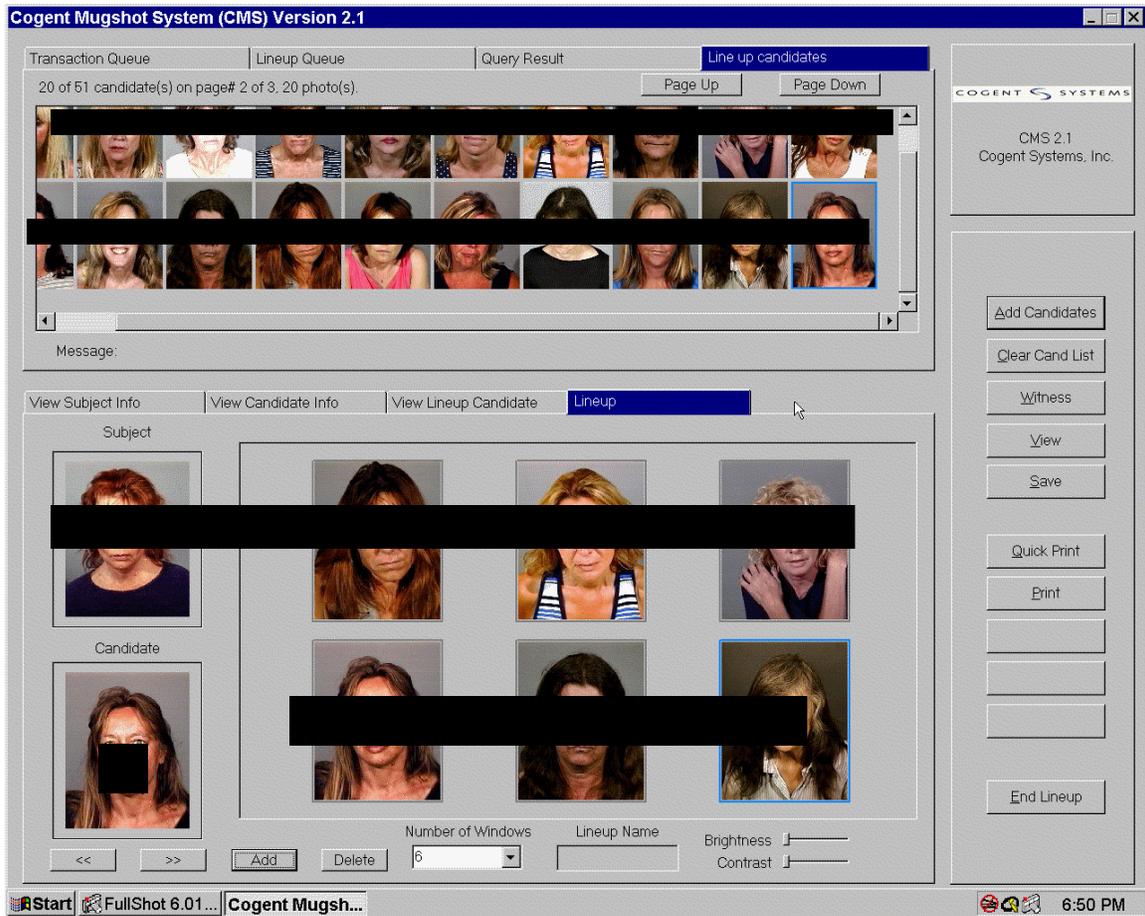
False Upper [ ] False Lower [ ]

Stained  Unknown  Yes  No Silver/gold  Unknown  Yes  No

OK Cancel Apply Help

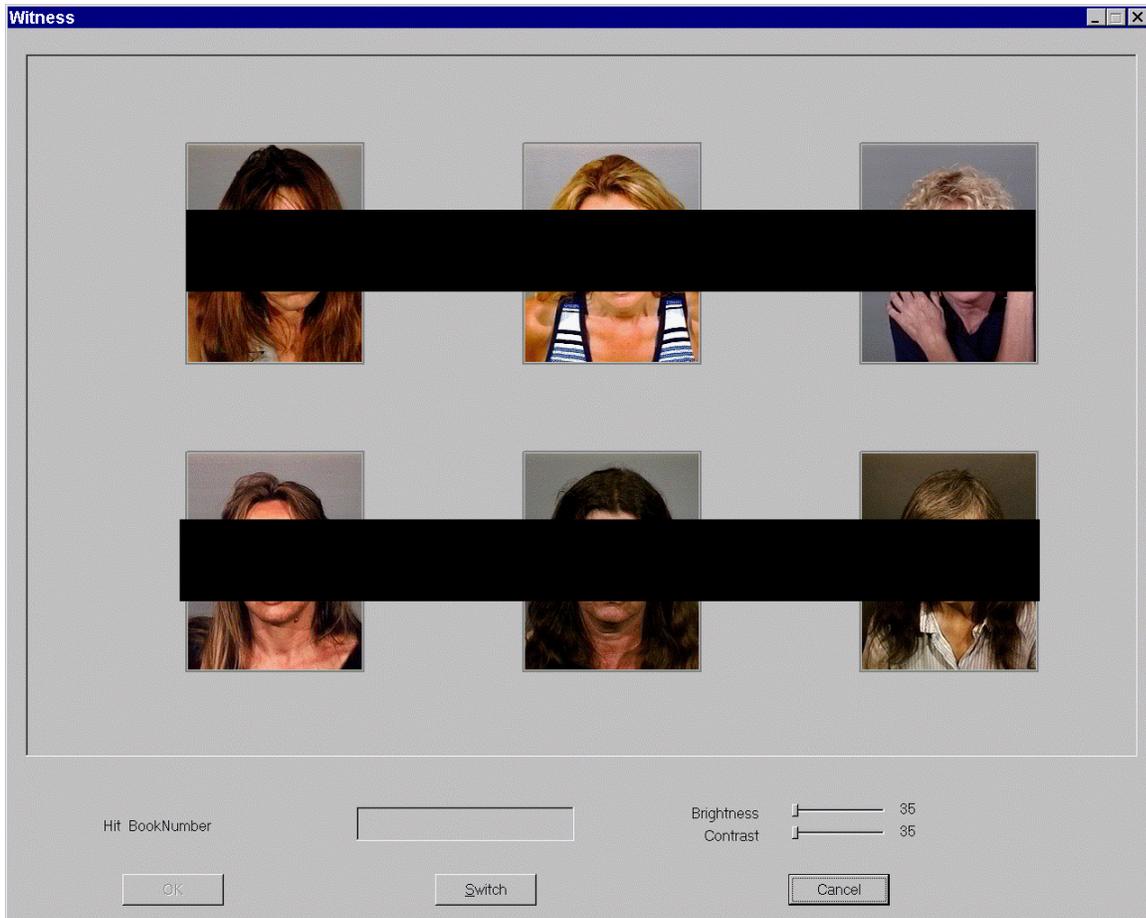
### Exhibit 3

One of four total query windows, allowing you to enter a host of detailed information on which to perform a search for lineup creation. Data entered can be either exact or “fuzzy” descriptors; for instance, height and weight ranges can be entered, so that results can be as inclusive or exclusive as is desired by the operator. See tabs at top of window for names of other Query Search subwindows (not shown).



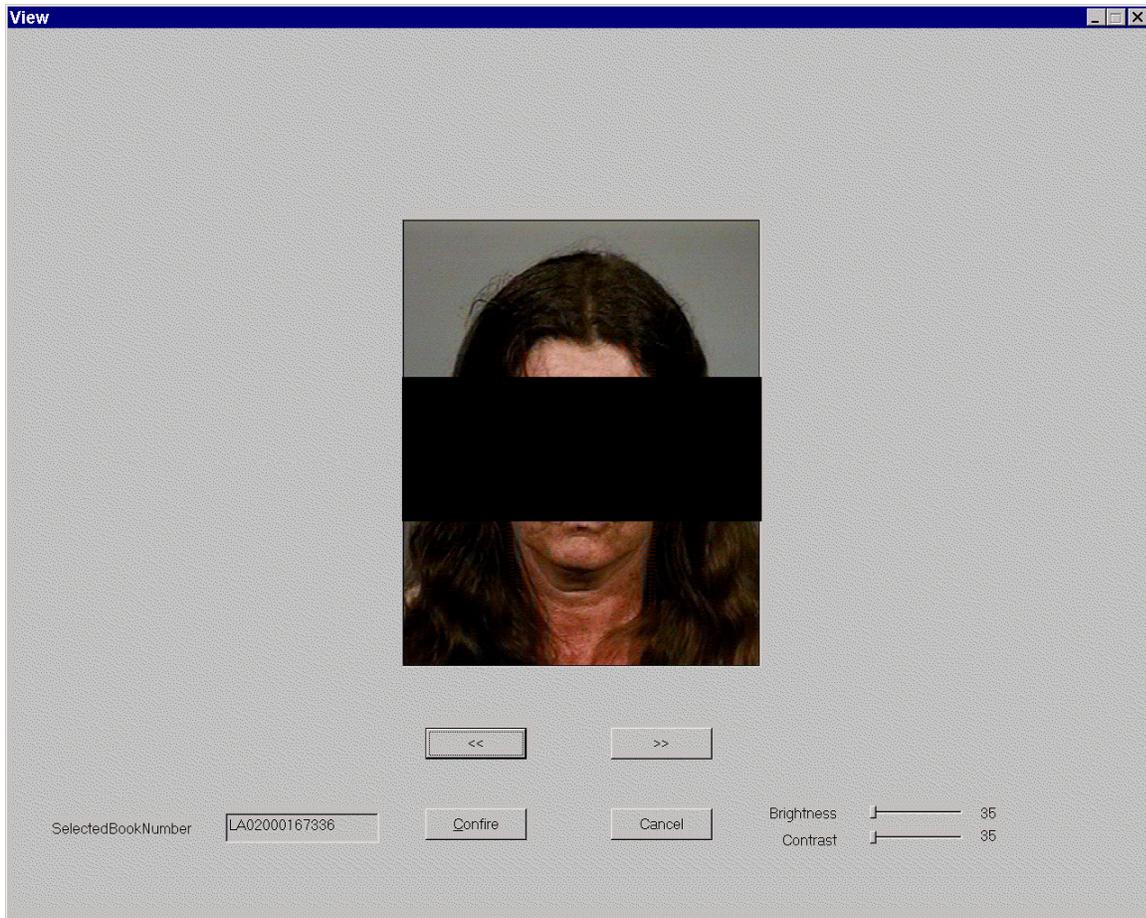
#### Exhibit 4

Sample lineup window. Candidates retrieved from search are displayed at the top of the window. You can simply click and drag suspects into the lineup area for selection, or use the function buttons provided. With just a click of the mouse, lineups can be saved, printed, and presented to witnesses.



## Exhibit 5

Sample lineup for presentation to witnesses. Brightness and contrast can be controlled for optimum photo quality. The number of photos shown for a lineup is fully-configurable (6, 9, 12, photos, etc.).



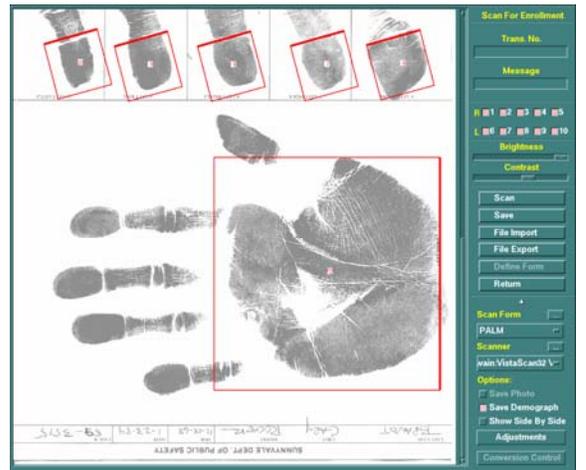
## Exhibit 6

Individual lineup photos can be “zoomed into” and displayed individually, and users can scroll through the lineup photos one by one.

# Cogent Card Scanning Station: Specification

The Cogent Card Scanning Station (CCS™) is built around the use of CAFIS, the software program at the heart of every Cogent AFIS. On the CCS™, specific CAFIS software modules used for card/fingerprint entry are used in combination with a commercial off-the-shelf scanner, permitting the distortion-free capture and digitalization of palm print and fingerprint images at a minimum resolution of 500 ppi and 8-bit gray scale. The resulting images comply with FBI Image Quality Standards (IQS), Electronic Fingerprint Transmission Specification (EFTS Appendix F) (CJIS-RS-0010 V7). After local quality control checks are performed on a given fingerprint and palmprint image, the software compresses the image using 15:1, FBI-certified WSQ compression algorithm, and transmits the image as an ANSI/NIST transaction to a central AFIS.

The CAFIS software on the CCS™ can be configured to support automatic or manual scanning of a various card formats: FBI, state, local, as well as both criminal and applicant card types. The CCS™'s software also makes it possible to tailor the scanning process to the individual customer's workflow. (For example, the software can be configured to allow the user to select the scan form to be used or to display a default form.) Once a card format has been selected, the user then places the card on the scanner and scans the cards. When scanning is complete, automated quality control checks are performed to verify that the image is consistent with minimum acceptable parameters. If the quality of any print is unacceptable, the operator is given the option of rescanning the card. The operator also has access to interactive tools that can be used for such functions as centering prints, adjusting brightness and contrast, and straightening prints. He or she can also click on individual prints to enlarge them to check quality.



**Top:** Displayed image of a tenprint record. User interface provides access to tools for scanning and viewing card, centering prints so that images have the correct orientation, enlarging individual prints to assess quality, and saving record. **Bottom:** Displayed image of the reverse side of a palmprint card.

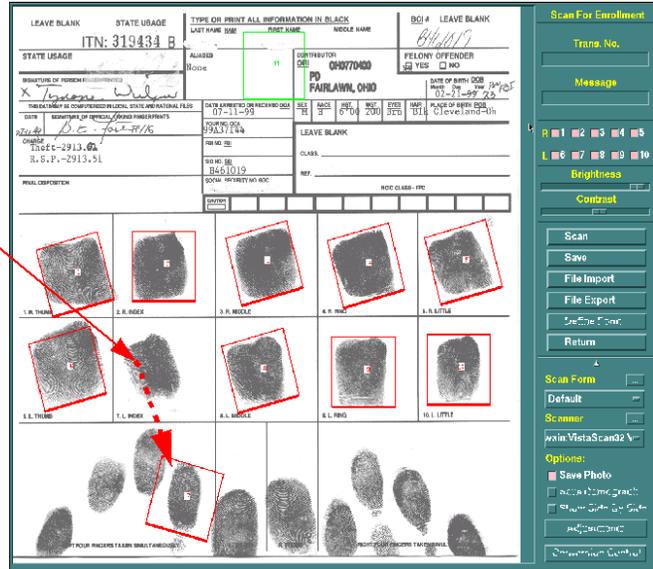
CCS™ is equipped with the latest model flatbed scanner for which Cogent has obtained FBI certification. At present, Cogent's software is certified for use with the Epson 4990 scanner.



If the customer elects to have the CCS™ automatically replace poor-quality rolled prints with better quality flat prints, this will be done automatically. Otherwise, the operator has the option of making the replacement manually. This is accomplished by simply moving the red “capture” box surrounding the poor-quality rolled print to the corresponding flat print and clicking the mouse. (See illustration on right.)

The capture square for rolled print 7 is dragged over flat print 7.

When you save the card, CAFIS replaces the lower-quality print (rolled) with the higher-quality print (flat) for finger 7.



When the user has made all necessary quality adjustments to the tenprint image, he or she saves the image and proceeds with palm print capture (if applicable). When fingerprint/palmprint entry is complete, the operator proceeds to demographic data entry, then saves the completed record. It is then compressed, encrypted, and transmitted to the AFIS.

In the event of a loss of communications between the CCS™ and the AFIS, the CCS™ has a local storage capacity which allows operators to continue entering records. The workstation stores every processed fingerprint card as a work-in-progress transaction until it is completely processed by the system.

## CCS™ Components

### Hardware:

- Pentium IV 1.6 GHz PC (Energy Star compliant)
- 80 GB IDE hard disk
- 1 GB RAM
- 10/100/1000 network card
- 56 Kb internal modem
- 19" 1280 x 1024 Resolution Color Monitor (Energy Star compliant)
- APC Back UPS ES series 750 VA
- Standard Keyboard
- Mouse
- Epson 4990 flatbed scanner

### Recommended Printer:

- Xerox 4510N FBI-certified laser fingerprint card printer or equivalent

### Standard Software:

- Cogent/CAFIS finger and palm capture and processing software modules (FBI certified)
- WSQ compression module (FBI certified)

SMTP NIST interface module  
Windows XP Pro operating system

**Options:**

Integrated card swipe system for capture of billing and demographic information  
Software for the capture of facial images and scars, marks, and tattoos  
The CCS™ can be equipped for capture at 1000 ppi resolution

**CCS™ Software Specifications**

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Operating System:	Windows XP Pro®
Required RAM	256MB
Required Processing Speed	1.6 GHz
Compliance with International Specifications/Standards	Wavelet Scalar Quantization Grayscale Fingerprint Image Compression Specification (IAFIS-IC-0110 v3 December 19, 1997).  ANSI/NIST Data Format for the Interchange of Fingerprint, Facial & SMT Information (ANSI/NIST-ITL 1-2000).  The IAFIS Image Quality Specification, Electronic Fingerprint Transmission Specification (EFTS Appendix F) (CJIS-RS- 0010 V7).  FBI NCIC CJIS WAN Protocol Specification and IAFIS telecommunications standards.

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**Compliance with Energy Star Requirements**

Cogent uses personal computer and monitor that is fully-compliant with Energy Star requirements.

**CCS™ Compliance with State of Connecticut Requirements for Card Scanning Systems**

In conformance with Department of Public Safety, Division of State Police agency specifications for Card Scan Systems, the CCS™ currently complies with the Appendix F of the FBI’s EFTS and shall comply with the highest FBI specifications available at time of purchase. It is equipped with hardware/software configured to provide the following functional capabilities:

- Each card scanner shall require a means of ensuring that only authorized operators access the station. Authorization methods can include passwords, biometrics, or some other form of identification.
- Cogent has specified the authorization method and an administrative process of managing the user accounts in the Agency Specification portion of this proposal.
- Cogent has specified all types of authorization that can be controlled and provided by the Card Scanner in the Agency Specification portion of this proposal.
- The software allows operators to choose among the following transaction types:
  - Criminal booking – all data entry completed at the Livescan,

- Criminal booking – pre-filled with information from the On-Line Booking System with the remainder of the data entered at the Livescan,
  - Applicant submission – all data entry completed at the Livescan,
  - Law enforcement applicant submission – all data entry completed at the Livescan,
  - Applicant re-submission, and
  - Response receipt and processing from the Connecticut AFIS-IS (Configurations B & C.)
- The software allows operators to generate a series of site-specific administrative reports.
  - Cogent as identified the methods by which the site-specific administrative reports can be customized to meet the needs of the individual department or organization in the Agency Specification portion of this proposal.
  - Reports shall include, at a minimum, Frequency of Use by Operator, Usage Statistics by Transaction Type, Error Report, and Unauthorized User Attempts.
  - Cogent has identified all other types of reports that are provided as standard options on the card scanner in the Agency Specification portion of this proposal.
  - Each card scanner shall be in conformance with the IAFIS Image Quality Specifications according to Appendix F of the FBI's EFTS or the highest FBI specifications available at time of purchase.
  - The card scanner software automatically assigns a unique identification code to each fingerprint/palmprint capture transaction.
  - The identification code reflects:
    - The machine identification number,
    - The location identification number,
    - The operator identification number,
    - The date and time of the operation,
    - The SID (SPBI number, if known) or an Applicant ID number for the individual being fingerprinted,
    - The UAR number, and
    - A unique, sequential number for each individual transaction (can be reset to 1 daily).
  - The CCS™ is cable of scanning single-sided and two-sided fingerprint cards and capturing images at a minimum of 500 ppi.
  - The CCS™ software will be capable of scanning the following fingerprint cards in the appropriate transaction type:
    - FBI Personal Identification FD-353;
    - FBI Applicant FD-258,
    - FBI Criminal FD-259,
    - State of Connecticut Applicant DPS-125C,
    - State of Connecticut Uniform Arrest Record DPS-926-C; and

- State of Connecticut Palmprint Card DPS-944-C.
  - New cards formats through an operator set up command
- CCS™ uses an FBI-certified software algorithm to compress 500 ppi images at 15:1 WSQ.
- Until such time as an FBI compression standard exists for 1000 ppi images, the software will be set to compress 1,000 ppi images at 15:1 JPEG 2000.
- The CCS™ software will be configured to generate the transaction types specified in Appendix 1, the CT-EFTS.
- The CCS™ software will prompt the operator to enter demographic data on cards to be scanned and released for transmission of FBI and Connecticut EFTS compliant data directly to the Connecticut AFIS-IS.
- The CCS™ software will perform automated quality checks on the fingerprints at the time that they are captured and advise the operator if any prints are rejected due to insufficient quality or incorrect sequence.
- Cogent has specified the technique and standard used for identifying insufficient quality prints and in notifying the operator in the Agency Specification portion of this proposal.
- The customer may elect to interface the CCS™ with a digital mugshot capture system.
- Cogent has provided interface specifications for digital mugshot capture systems that can be interfaced to the Card Scanner in the Agency Specification portion of this proposal.
- The CCS™ will perform automated purges of transaction data after a user configurable period and shall be capable of manually purging transaction data.
- The CCS™ shall be capable of:
  - Generating UAR numbers in Connecticut’s format, U99999 (the letter “U” followed by a five-digit number);
  - Using UAR numbers from a range of numbers assigned to the Card Scanner as a part administrative setup procedures, and
  - Allowing the operator to override a UAR number.
- The Connecticut General Statutes will be available through a “drop-down” selection feature and will be used to verify the booking/arrest charges (statute number and statute description) entered on the Card Scanner for criminal bookings for use in Type 2 field 2.051, Court Segment Literal (CSL) for CAR and CNA TOTs. The CCS™ will be equipped to permit periodic downloads of updated Statute files from an internal State website.
- The CCS™ will be equipped with a 56 Kb modem and a 10/100/1000 Ethernet NIC card for network connectivity.
- The CCS™ will have the ability (as a priced option) to capture and print in color, mugshot (facial image) / SMT images.
- If equipped for mugshot capture, the CCS™ will be capable of scaling a 480 by 600 pixel facial image / SMT to 600 dpi or higher for printing with no loss of information or change of aspect ratio.

- The CCS™ will be configured to allow for remote diagnostic support for the equipment and / or for the download and installation of software updates or other appropriate and authorized information. It is the responsibility of the agency to provide and maintain a communications line for this purpose.
- The CCS™ provides “drop-down” selections for entry and maintenance of appropriate data fields.
- Data field values must be entered, maintained, and edited in compliance with NCIC data standards.
- The CCS™ encrypts data in accordance with the FBI CJIS Security Policy, Version 1.2 or later.
- The CCS™ will be configured to permit the operator to “pull” a mugshot, from the PICS or another digital mugshot system, using a CPR TOT sent through the Connecticut AFIS-IS and manage the resultant queue. If there is no image available, then a PRR SRE with the EXP field containing a “No Image Available” message will be returned.
- The CCS™ can be equipped, as a priced option, to capture appropriate demographic information from identification cards such as driver licenses to prefill demographic information using an integrated “card-swipe” system. The CCS™ can be equipped, as a priced option, to capture appropriate billing and demographic information from a credit card such as Visa and Mastercard for the purpose of billing and accepting fees to process applicant fingerprinting and background checks using an integrated “card-swipe” system.

### **CCS™ Deviation from State of Connecticut Requirements for Card Scanning Systems**

The CCS™ does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for card scanning systems.

### **Training and User Documentation**

The purchase price for CCS™ includes onsite training for up to five people. Training addresses all aspects of hardware/software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. The purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CCS™ is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail

- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent Mobile Solutions

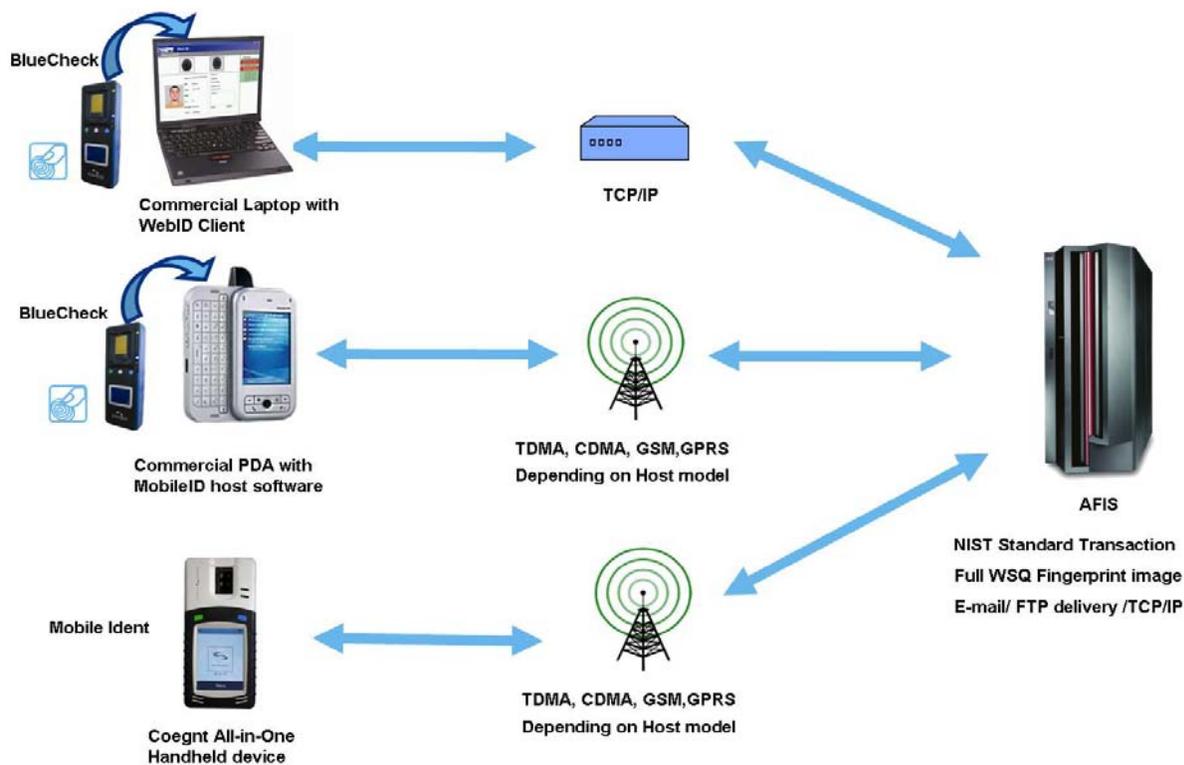
### Mobile Identification

Many law enforcement agencies are now exploring the possibility to add this functionality to enhance their policing and crime fighting capabilities. Mobile Identification enhances law enforcement agencies flexibility to perform identity verification. For instance, this application can be used:

- Prior to prisoner release or transfer operation
- Sex offender reporting system
- Prisoner work release program

The following figure presents the various Mobile Identification configuration supported by Cogent.

### Cogent Mobile AFIS Configuration Options





Mobile Ident is Cogent’s most compact, light-weight and versatile wireless fingerprint identification/authentication handheld device. Equipped with an optical 500 dpi grayscale fingerprint sensor, color touchscreen display and a built-in camera, Mobile Ident enables Users to perform on-the-spot fingerprint and mugshot acquisition. With its wireless communication capability GPRS, Mobile Ident can submit ANSI-NIST format files via SMTP or FTP to a remote server, or to a Local, State or National Automated Fingerprint Identification System (AFIS) for real-time identification.

## Mobile Ident

### Technical Specification

	Fingerprint sensor:	500 DPI Optical Sensor
Enrollment method:	Single finger, multiple enrollments	
FRR:	0.1% - 0.001%	
FAR:	0.01% - 0.0001%	
Allowable Finger rotation:	+/- 15 degree	
Template Size:	MMC/SD (Internal 1G)	
I/O Interface:	RS232, USB 2.0	
Baud Rate:	9600 – 115200 bps programmable	
Card reader:	Mag-stripe reader	
LCD display:	2.83 inch Color LCD Touch Screen 320x240	
Wireless connections:	GPRS, Bluetooth	
GPRS Modules:	GSM0108 (Quad Band)	
Camera:	640*480 pixel color CMOS	
Internal Memory Slot:	MMC/SD card	
Power:	3.7V, 1150mAH, Lithium Battery	
Current:	~150mA @ standby, ~290mA @ Operation	
Operating Temperature:	0 ~ 50° C	
Physical Dimensions:	6*2.7*1.3 inch (153*70*33 mm)	
Weight:	8.5 ounce (240 g)	
Accessories:	USB Battery Charging Cable	
	Data Cable	
	Carrying pouch	
	Battery (6C 1150mAH)	

## BlueCheck

BlueCheck is Cogent's latest portable Bluetooth capable fingerprint scanner for law enforcement personnel. BlueCheck is equipped with a small, durable LCD display for real-time feedback and a 500 dpi silicon fingerprint sensor. Using Bluetooth communication, BlueCheck can remotely capture fingerprint data and transfer the data to the PDA.

The Cogent BlueCheck device provides several options to law enforcement agencies for the capture of fingerprints and wireless transmission using the Bluetooth technology.

Transmission is provided to COTS PDAs using Bluetooth short range wireless protocols. Wireless transmission to the AFIS uses a GPRS broadband or other service available locally. Minutiae extraction by the BlueCheck device from high quality images can lower wireless bandwidth transmission requirements and supports faster searching and interoperability with other AFIS systems that support a searchable minutiae database.

Bluetooth transmission from the BlueCheck device to the officer's PDA allows the fingerprint capture to be performed using the compact BlueCheck device alone with the subject without the distraction of exposing the PDA during the capture process. When the officer's BlueCheck is within the Bluetooth range of the PDA (nominally 30 meters/100 feet) the fingerprints are delivered to the MobileID software configured on the PDA, the search transaction is constructed and submitted to CT-AFIS system. The MobileID software keeps track of the status of each transaction. It also captures and organizes response information transmitted by the AFIS for display including returned mugshots. Law enforcement agencies will be able to deploy any or all of the following three device configurations:



- a device paired with a notebook computer,
- a device paired with an off-the-shelf PDA, and/or
- a device paired with ruggedized PDA

### Technical Specification

- 500 dpi, 8 bit grayscale silicon sensor
- Graphical display area 96 x 64 pixels
- On device extraction & Identification ~ 1.5 second per 500 fingerprint templates
- FRR @ medium threshold  $\leq .1\%$
- FAR @ medium threshold  $\leq .001\%$
- Allowable finger rotation +/- 15%
- Template size 784 bytes
- Internal 2 MB Flash Memory : up to 1,200 Fingerprints
- Optional 8 MB Flash Memory: up to 8,000 Fingerprints
- Bluetooth, USB communication
- 15:1 WSQ compression
- 3 DES encryption (Optional)
- $\leq 30$  feet ( $\leq 10$ m) transfer distance for Bluetooth
- Standard Battery Li-Ion 3.7V 900mAh
- 32F to 131F (0 to 55°C) operating temperature
- Dimension 4.45" x 1.69" x 0.87"
- ~ 3 ounces
- Host PDA Requirements
- Microsoft™ Pocket PC 2003 or Microsoft™ Windows Mobile 2005 edition
- Bluetooth enabled
- Digital camera enabled for Field Booking (Optional)



### Fingerprint Capture Software: MobileID Host Software

Cogent provides its MobileID host software to turn PDAs and smart mobile phones into Mini portable Live-Scan units. The MobileID host software can coexist with other applications operating on these smart devices and communicate with AFIS or other local AFIS systems to process a variety of transactions associated with Identifying and/or Booking suspects.

Fingerprints captured and quality checked by the Cogent BlueCheck™ fingerprint scanner can be combined with demographic data entered through the PDA and photos taken using a built in camera.



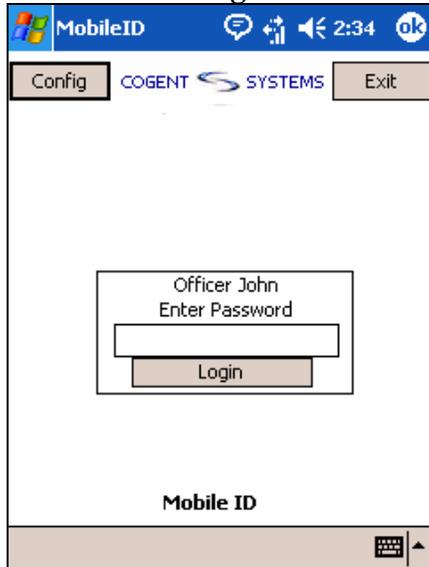
Mobile ID can be hosted on a PDA operating under Microsoft™ Pocket PC 2003 or Microsoft™ Windows Mobile 2005. The software can coexist with other applications operating on these smart devices and communicate with AFIS to process a variety of transactions associated with identifying and/or booking suspects. The application supports the entry of fingerprints, demographic data (via magnetic card swipe or keyboard), and, optionally, facial photo capture.

A key advantage of **Mobile ID** is that it does not depend on a server application to format the identity record for submission to the AFIS. Thus, while we can provide a mobile identification server to receive, log, and forward transactions for AFIS processing, no special conversion server is required for a BlueCheck system.

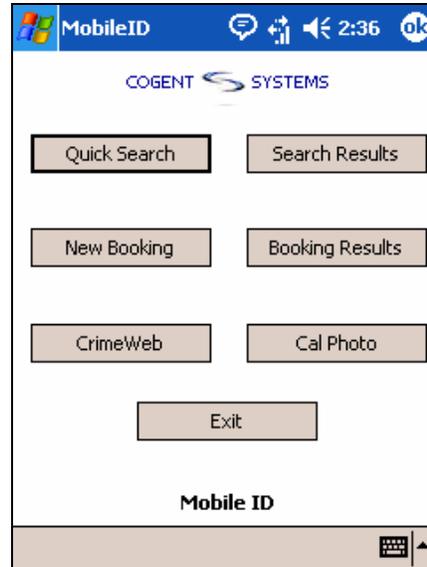
The host software provides the packaging of images and data into NIST standard transactions and the submission of the transactions to an AFIS or search engine certified to accept standard transactions. Transaction responses are also processed through the MobileID host software and organized for easy access and retrieval by the operator.

The following figures are samples of a search request based on fingerprints captured with the BlueCheck™ device. The menu functions and dialog samples shown are configured to match the capabilities of the AFIS that initially receives a transaction.

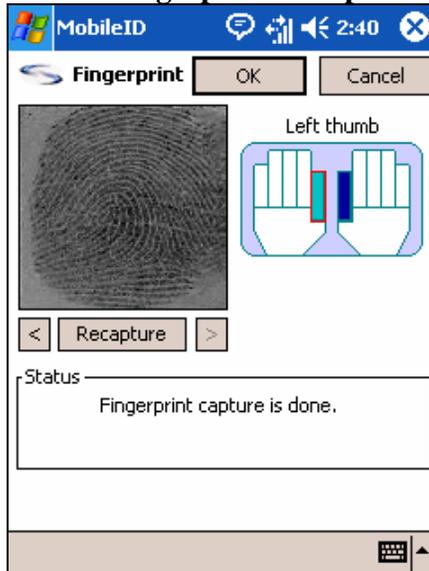
**PDA Login Screen**



**Function Selection**

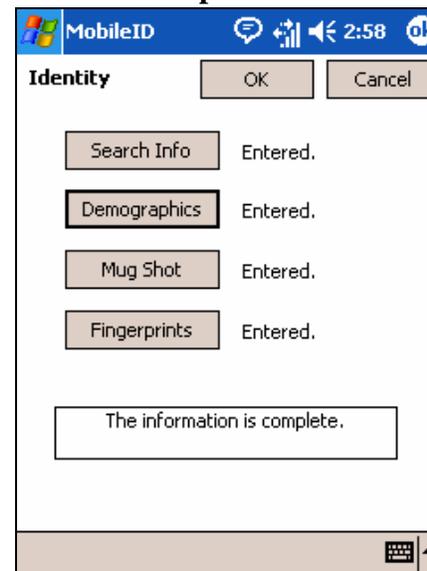


**Fingerprint Recapture**

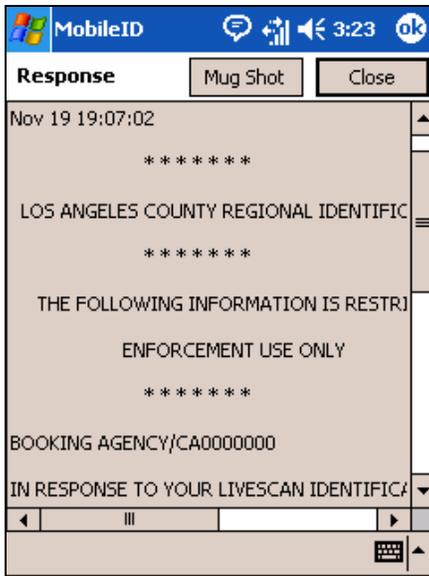


**Response Received**

**Completion Verification**



**Mugshot from Match Record**



## Web ID



Cogent's Web ID provides is designed to law enforcement officers in obtaining true identity of suspects rapidly and securely. The fingerprint comparison is done at the AFIS backend search engine where the live fingerprints (search prints) are compared against the file prints (fingerprints in the Database). Law enforcement agencies can use Web ID for real-time identification in various situations, such as a remote identity check from a patrol car, jail release, parolee reporting, and pre-booking identification. Web ID server will be required to create the secure web portal for users to submit remote fingerprint searches. Web ID client can be hosted on either a notebook computer operating under Windows 2000 and Windows XP.

Cogent's BlueCheck device captures high-quality fingerprint images and uses Bluetooth technology to wirelessly transfer the images to the Web ID application. Web ID then submits the package to a remote AFIS over a LAN or WAN network. With Web ID, no dedicated software is needed. Through the secure Web ID page, users can submit search transactions and receive results with a standard web browser.

Cogent was the first to deliver a large-scale fingerprint identification system incorporating web technology. This completely wireless solution can be fitted into patrol cars and can be easily taken into buildings, crime scenes, the far end of an airport terminal, and many other locations. Web ID and BlueCheck solution removes the confining entanglement of wires, thus providing mobile biometric verification and identification of subjects anywhere.



### Mobile ID Specifications

Compliance with International Specifications/Standards

Wavelet Scalar Quantization Grayscale Fingerprint Image Compression Specification (IAFIS-IC-0110 v3 December 19, 1997).

ANSI/NIST Data Format for the Interchange of Fingerprint, Facial & SMT Information (ANSI/NIST-ITL 1-2000).

The IAFIS Image Quality Specification, Electronic Fingerprint Transmission Specification (EFTS Appendix F) (CJIS-RS- 0010 V7).

FBI NCIC CJIS WAN Protocol Specification and IAFIS telecommunications standards.

## **Compliance with Energy Star Requirements**

Cogent's Mobile Solutions hardware is fully-compliant with Energy Star requirements.

## **Mobile ID Deviation from State of Connecticut Requirements for Mobile Scanning Systems**

The Cogent Mobile Solutions do not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for mobile scanning systems.

## **Training and User Documentation**

The purchase price for Cogent Mobile Solutions includes onsite training for up to five people. Training addresses all aspects of hardware/software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. The purchase price also includes a full set of user, administrator, and technical documentation.

## **Warranty and Support**

Cogent Mobile Solutions are covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CS 500i Desktop

The CS 500i features a scanner housed in a slim, lightweight sturdy casing. The device features capabilities for capturing high-quality rolled and flat prints at 500ppi in a fast, reliable, easy-to-learn way. You can setup the Cogent Livescan workstation in minutes. The cabling required is a USB connection between the scanner and the notebook computer, or equivalent PC.

Fingerprints can be captured manually or automatically. The software guides operators through the capture process with on-screen displays that help the user properly position the print during capture. A message box at the top of the display tells the operator if there is an error or if the print quality is unacceptable.



## Cogent CS 500i Desktop Livescan – Features and Components

### General:

- True forensic quality flat and rolled fingerprint capture and palm print capture
- Automatic, real-time quality checking for image quality and sequence
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing for scanning device protection
- Complete print job control
- Database and network connections

### Standard Hardware:

- Cogent CS 500i forensic-quality finger and palm print scanner
- Pentium 4 1.6 GHz PC (Energy Star compliant)
- 80 GB IDE hard disk
- 1 GB RAM
- 10/100/1000MB network card
- 56 Kb internal modem
- 19” 1280x1024 Resolution Color Monitor (Energy Star compliant)
- APC Back UPS (20-minute capacity)
- Keyboard with mouse

### Recommended Printer:

- Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

### Standard Software:

Cogent finger and palm capture and processing software modules (FBI certified)  
 Livescan standard module (capture 14 NIST fingerprint images)  
 WSQ compression module (FBI certified)  
 SMTP NIST interface module  
 Windows XP Pro operating system

**Options:**

Integrated system for capture of facial images and scars, marks, and tattoos  
 Integrated card swipe system for capture of billing and demographic information  
 This Livescan model can be equipped for capture at 1000 ppi resolution

**Cogent CS 500i Desktop Livescan -  
 Technical Specifications**

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Power consumption:	Approximately 10 Amps
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanners.
Weight (scanning unit only)	Approximately 50 lbs.
Overall dimensions (scanning unit only)	(Approximate) W x D x H = 18.5" X 22" X 10.5" (47 cm X 60 X 27 cm)

**Compliance with Energy Star Requirements**

The Cogent CLS1 Desktop uses personal computers and monitors that are fully-compliant with Energy Star requirements.

**Cogent CS 500i Desktop Compliance with  
 State of Connecticut Requirements for  
 Desktop Livescans**

The CLS1 Desktop conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices and to all of the following specific requirements for desktop Livescans:

- a. Have fingerprint and palmprint capture platens that cannot easily be scratched or damaged.
- b. Have image capture platens that can easily be cleaned using commercially available cleansers.
- c. Have platens that can be certified for at least 10,000 uses.
- d. Have platens designed so that they can easily be replaced in the event that they are damaged or scratched.
- e. Be equipped with touch screen or keyboard/mouse controls for task selection and data entry.
- f. Have the capability of sending ANSI/NIST Transactions to a local data storage device immediately and to the AFIS-IS on at least a 30 minute basis.

- g. Be capable of continually attempting to transmit the data to the Connecticut AFIS-IS at 30-minute intervals for 3 days until the transmission is complete.
- h. Each Desktop Live-Scan station shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 500 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.
- i. Each Desktop Live-Scan station capable of capturing images at 1000 ppi shall be capable of receiving, decrypting and storing (up to 500 complete transaction data sets including images captured at 1000 ppi) or forwarding (encrypted) ANSI/NIST transaction data from a Portable Livescan station via an Ethernet connection using a commercial copy utility.

### **Cogent CS 500i Desktop Deviation from State of Connecticut Requirements for Desktop Livescans**

The CS 500i does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for desktop Livescan equipment.

### **Training and User Documentation**

The purchase price for the CS 500i includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CS 500i is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Cogent CS 500i Portable

The CS 500i features a scanner housed in a slim, lightweight sturdy casing. The device features capabilities for capturing high-quality rolled and flat prints at 500ppi in a fast, reliable, easy-to-learn way. You can setup the Cogent Livescan workstation in minutes. The cabling required is a USB connection between the scanner and the notebook computer, or equivalent PC.

Fingerprints can be captured manually or automatically. The software guides operators through the capture process with on-screen displays that help the user properly position the print during capture. A message box at the top of the display tells the operator if there is an error or if the print quality is unacceptable.



### General:

- True forensic quality flat and rolled fingerprint capture and palm print capture
- Automatic, real-time quality checking for image quality and sequence
- Real-time image preview on screen
- Real-time preview while rolling capturing
- Fully compliant with ANSI/NIST and international standards
- Certified to FBI IQS requirements
- Object-oriented, modular software design
- Intuitive and easy-to-use operation using function keys
- Ruggedized heavy casing for scanning device protection
- Complete print job control
- Database and network connections

### Standard Hardware:

- CS 500i finger and palm print scanner
- Lenovo notebook computer with 14-inch monitor

### Recommended Printer:

- Xerox Phaser 4510N FBI-certified laser fingerprint card printer or equivalent

### Standard Software:

- Cogent finger and palm capture and processing software modules (FBI certified)
- Livescan standard module (capture 14 NIST fingerprint images)
- WSQ compression module (FBI certified)
- SMTP NIST interface module
- Windows XP Pro operating system

### Options:

- Integrated system for capture of facial images and scars, marks, and tattoos
- Integrated card swipe system for capture of billing and demographic information

## CS 500i Portable Livescan - Technical Specifications

Power supply:	AC 100V-240V, 50/60 Hz, or DC 12V (e.g., a car battery)
Certificates:	Certified for the FBI Standard CJIS-RS-0010 (V7) IAFIS Image Quality Specifications for Scanner
Weight:	Approximately 55 lbs (25 kg), including Notebook PC and Rollercase
Scanner dimensions:	W x D x H = 13.8" X 19.7" X 5.9" (35 cm X 50 cm X 15 cm)
Optional Transport Rollercase dimensions:	W x D x H = 26.4" X 25.6" X 13.0" (67 cm X 65 cm X 33 cm)

## Compliance with Energy Star Requirements

The CS 500i Portable uses a notebook computer in conjunction with a portable livescan unit. The notebook computer is fully-compliant with Energy Star requirements.

## CS 500i Portable Livescan Compliance with State of Connecticut Requirements for Portable Livescans

The CS 500i Portable conforms to all general Livescan requirements set forth in the Department of Public Safety, Division of State Police agency specification for Livescan devices\* and to the all of the specific requirements for portable Livescans contained in the agency specification.

Specific requirements with which it conforms are:

- a. Have screen capable of displaying full fingerprint card images at a 1:1 ratio or better including demographic data.
- b. Portable Livescan stations with the preferred capability to capture palmprint images shall have screens capable of displaying (using a separate screen refresh from the tenprint images) palmprint image sets at 1:1 ratio or better for criminal bookings.
- c. The laptop component shall have the ability to operate on battery power with no degradation in image quality capture rates for at least one hour before the battery is recharged.
- d. Be capable of storing (up to 500 complete transaction data sets including images captured at 500ppi) and downloading ANSI/NIST transactions either to a Desktop Livescan station or Livescan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
- e. Portable LiveScan stations capable of capturing images at 1000ppi shall be capable of storing (up to 500 complete transaction data sets including images captured at 1000ppi) and downloading ANSI/NIST transactions either to a Desktop LiveScan station or LiveScan booking station or directly to the Connecticut AFIS Identification Server via an Ethernet connection using a commercial copy utility.
- f. Have standard 110-volt electrical connections.
- g. Include at least one battery.

- h. Include a ruggedized carrying case.
- \* The State's general requirements include a set of dimensions for the portable Livescan that is intended to quantify the concept of "portability." The stated dimensions are 24" x 18" x 4.5". The actual dimensions of the CLS1 Portable are 19.7" x 13.8" x 5.9". In terms of cubic volume, the CLS1 Portable is smaller than a device of the dimensions used to define "portable".

### **CS 500i Portable Livescan Deviation from State of Connecticut Requirements for Portable Livescans**

The CS 500i Portable does not deviate from any general or specific requirement in the Department of Public Safety, Division of State Police agency specification for portable Livescan equipment.

### **Training and User Documentation**

The purchase price for the CS 500i Portable includes eight hours of onsite training for up to ten people. Training addresses all aspects of software functionality and preventive maintenance and includes hardware, software, and capture subsystem recalibration. Purchase price also includes a full set of user, administrator, and technical documentation.

### **Warranty and Support**

The CS 500i Portable is covered by a one-year hardware and software warranty that provides for all required repairs or replacements, including parts (except printer toner cartridges if equipped with printer), at no cost, for one year. It also includes software upgrades released during the warranty period at no additional cost. Warranty coverage can be extended for up to three years after the end of the original warranty period by purchasing an annual service agreement. When covered by the original warranty or an annual service agreement, the following services are provided:

- No-cost updates to online electronic help files (through the live of the contract)
- 24/7 access to technical support via a toll free number and via e-mail
- Troubleshooting of problems within two hours from the time problem was reported to help desk.
- Resolution and/or status report on initial diagnosis within 4 hours of report.
- Onsite problem resolution for problems that cannot be resolved remotely by no later than noon of the next regular workday.
- Option (for a fee) for 12-hour response for onsite technical support.

## Optional - Cogent-Supplied Printers: Specifications

Please note, although printers have been made an optional item, a product specification has been provided here.

### Xerox Phaser 4510N FBI-Certified Printer

The Xerox Phaser 4510N printer is commercially available monochrome laser printer capable of two-sided printing for which Cogent supplies a NIST/FBI-certified printer driver. The commercially available printer is included as part of the FBI/NIST-certified printer configuration.



*The Xerox Phaser4510N NIST/FBI certified laser printer combines: (1) a Cogent-developed, FBI-certified printer driver, and (2) a commercially available printer..*

This printer comes with two universal paper trays. It is a network-ready workgroup printer with a print speed of up to 40 ppm and a high monthly duty cycle (200,000 pages per month). It uses a high-yield toner cartridge (32,000 pages) that minimizes the need for user intervention and provides paper handling options that will ensure compliance with the State's printing requirements.

- It will **meet** the requirement to be able to print screen dumps and reports; FBI/NIST fingerprint and palm images at the scanned rate; and all other images at a minimum resolution of 600 DPI.
- It will **meet** the requirement of printing fingerprint and text images on blank paper or card stock or pre-printed fingerprint cards in the following formats:

FBI Personal Identification FD-353;

FBI Applicant FD-258,

FBI Criminal FD-259,

State of Connecticut Applicant DPS-125C, and

State of Connecticut Uniform Arrest Record DPS-926-C;

State of Connecticut Palmprint Card DPS-944-C.

- It will **exceed** the capability of printing be capable of printing a minimum of 10 pages per minute without graphics and 3 pages a minute with fingerprint images.
- It will **meet** the requirement to have a minimum of one tray feed that can hold 8" x 8" fingerprint cards and letter paper, a manual feed capability, and optionally a second tray that holds letter paper.
- It will **meet** the requirement to print an individual fingerprint card, front and back, from the start of the print request to the card ejection from the printer, in no more than one minute, given that no other print jobs are in the print queue.
- It will **exceed** the requirement to print a minimum of 10,000 pages per month.

## **Photo-Quality Color Laser Printer**

Cogent will meet the State's requirement for a photo-quality laser printer by supplying a Hewlett Packard model 4600 color laser printer or a Hewlett Packard printer with features/capabilities equal to or greater than the specified model.

- The specified printer has the ability to print photo images and reports at a minimum resolution of 600 DPI. Images shall print in the same format and aspect ratio as captured by the digital image capture equipment.
- The specified printer can print more than 3 pages per minute.
- The printer exceeds a minimum duty cycle 5,000 pages per month.

## Cogent Software Description

The Cogent Criminal fingerprint solutions, including the CLS1™ Booking Livescan, the CLS1 Desktop Livescan, and the CLS1Lite™ Portable Livescan, the are all based on the same Cogent software program. Cogent's Applicant fingerprint solutions, all which use the Cogent CS500i scanner, also are based on this same software package. The photographs and screen forms shown below help to illustrate the functional capabilities the software supports as well as the many features incorporates in the software to make it easy to use and to maximize the quality of data entered using any of Cogent's three Livescan models.

### Exhibit 1

This shows the program's Demographic Entry window. Fields with a  next to them contain preformatted drop-down lists from which users can select. The use of preformatted drop-down lists expedites the booking process and minimizes the potential for data entry errors.

LiveScan2.01 Transaction Query

Ten Prints (F2) Palms (F3) Demographics (F5)

PERSONAL INFORMATION

\* LAST \* FIRST MIDDLE SUFFIX  
Z Z

\* RACE \* SEX \* HGT \* WGT \* HAIR \* EYES  
I F 700 222 BAL BLK

\* DOB SOC  
01012000

CTY \* POB \* CTZ COUNTRY CTZ DOCUMENTED  
AF AF

MIS. DESCRIPTOR MONIKER

DRIVER'S LICENSE MNU

SID FBI

OCC

CAUTION

Trans. No. LS001C0106060001  
Last Name Z  
First Name Z

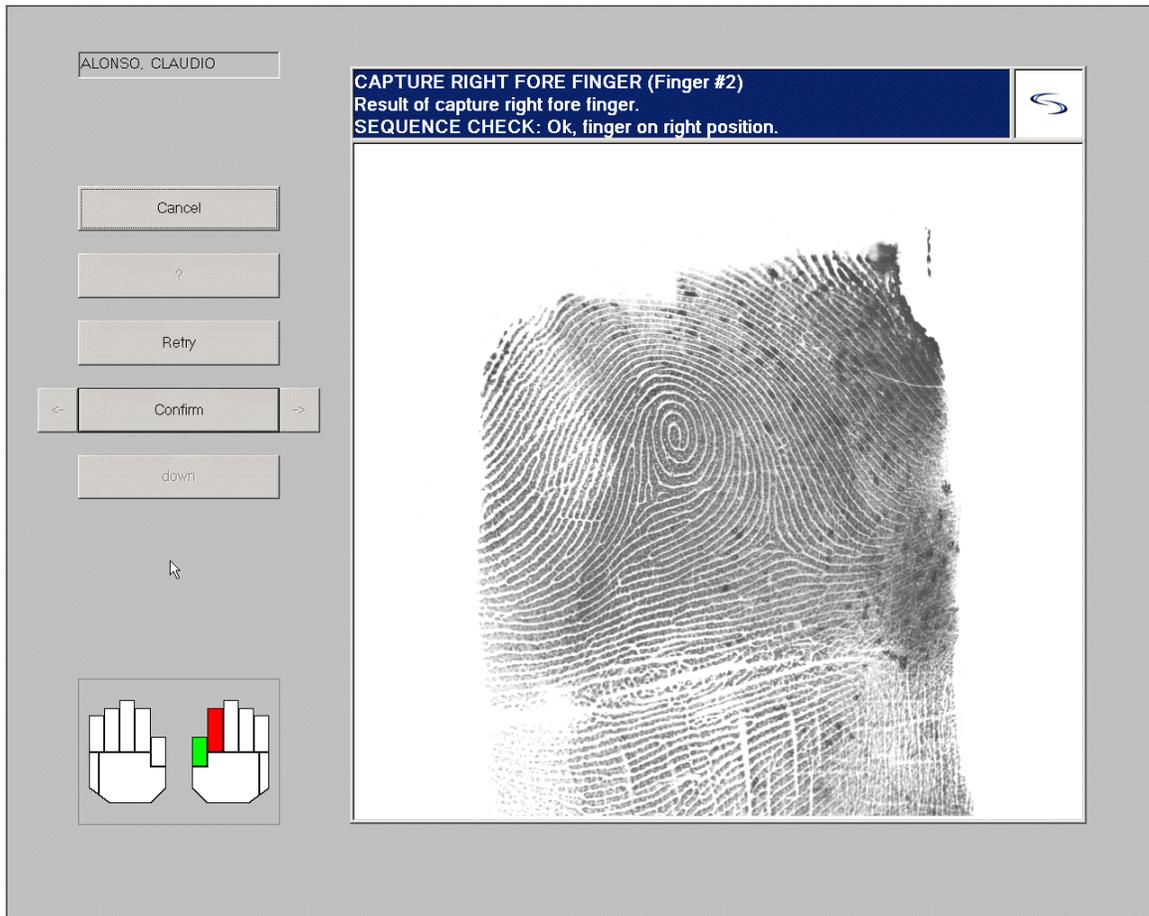
Transaction List  
LS001C0106060001

Query  
Print  
Close

Profile Arrest Charges SMT Alias Address Employer Send Copy To

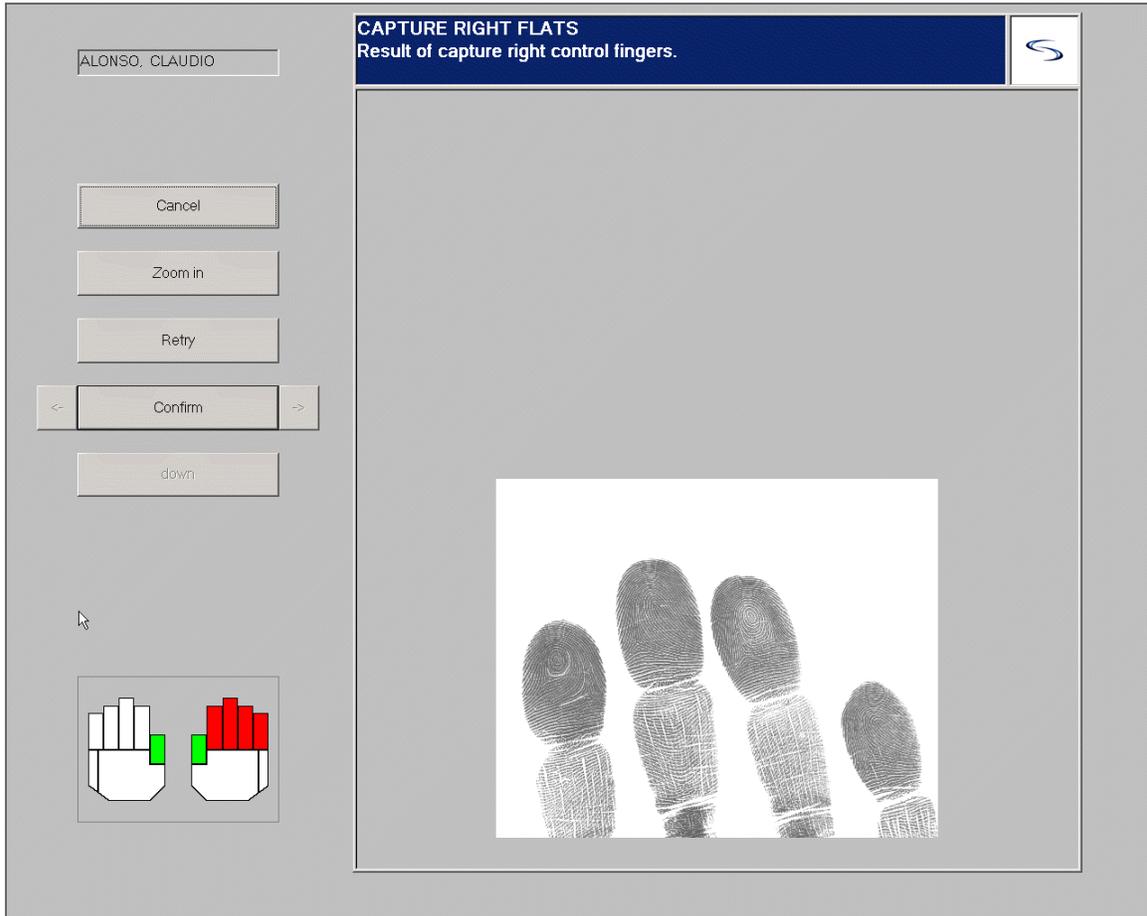
## Exhibit 2

The photos and screen form below illustrate the steps involved in capturing rolled fingerprints. Notice the blue box at the top of the image capture area. It provides operator instructions and a status report on the fingerprint image being captured. The finger being captured is marked in red at the bottom left-hand side of the screen.



### Exhibit 3

The photo and screen form above show picture above shows the flat print capture process. Notice the blue box at the top of the image capture area. It provides operator instructions and a status report on the image being captured. The flat impressions being captured is marked in red at the bottom left-hand side of the screen.



## Exhibit 4

The window below helps to illustrate quality control during the intake process. After automated quality controls are performed during intake, the software displays the quality status of each image using color coding to indicate acceptable quality (green) or poor quality (red). The display in the lower left-hand corner of the screen shows any fingers rated “poor”. Users have the option to retake prints that are not of an acceptable quality.

REFERENCE

WSS,ASDF

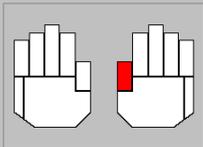
Cancel

Zoom In

Recapture

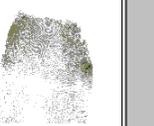
Confirm

down



Evaluate Document - Actual image: RIGHT THUMB  
 Press "Zoom In" button to display the image!

ROLLED IMPRESSIONS

Right Thumb	Right Forefinger	Right Middlefinger	Right Ringfinger	Right Littlefinger
				
OK	OK	OK	OK	OK
Left Thumb	Left Forefinger	Left Middlefinger	Left Ringfinger	Left Littlefinger
				
Not OK, bypassed	OK	OK	OK	OK

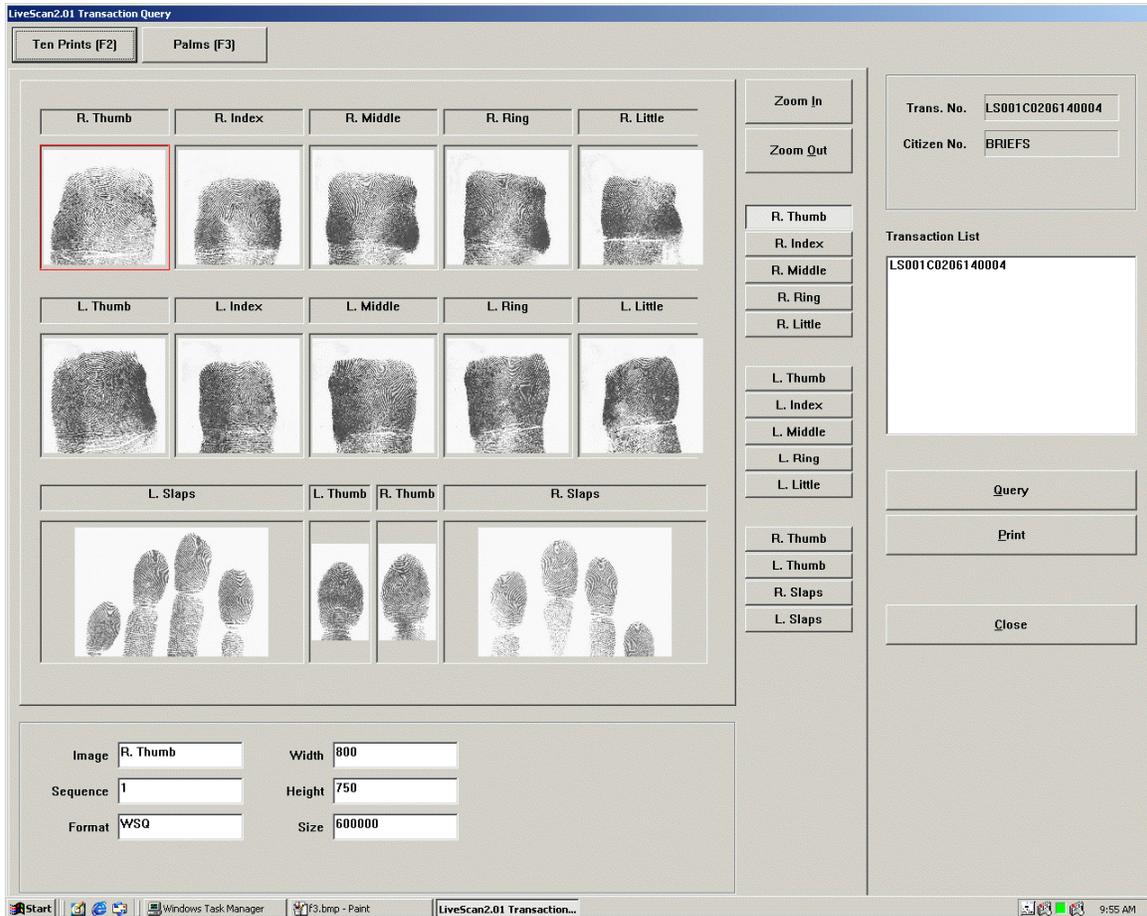
PLAIN IMPRESSIONS

Left Hand	Two Thumbs		Right Hand
	Left	Right	
			
Update finger dependencies (Matching only) !		Perform Sequence Check again (Coding + Matching) !	

## Exhibit 5

Users can perform a query of any transaction by double-clicking on the transaction in the Transaction Queue, a list of pending/completed transactions. (See Exhibit 8.) When a user calls up a transaction from the queue, the full set of images for the transaction will be displayed. The record can be printed from this window.

**Note:** Palm prints can be displayed by clicking **Palms** at the top left side of the window. (See Exhibit 6.)



## Exhibit 6

This exhibit shows a full set of palm prints captured by a Cogent Livescan. The full set of palm prints can be retrieved for review or printing by clicking **Palms** from the **Query** window. (See Exhibit 5.)



## Exhibit 7

During scanning, Cogent's Livescans provide the user with helpful messages indicating if the finger was captured in the right sequence. These messages are displayed at the top of the capture window. Automatic finger sequence checks are performed by comparing the rolled impression to the previously captured flat impression.

**CAPTURE RIGHT THUMB (Finger #1)**  
**Result of capture right thumb.**  
**SEQUENCE CHECK: Ok, finger on right position.**

## Exhibit 8

Job status messages are displayed in the transaction queue. These indicate the status of the transmission – *Wait for Scan, Saved, Scanned, etc*

Cogent LiveScan System 2.01

Main Queue
Message Queue
Print Queue
System Setting
Users
Exception
Log Out
COGENT SYSTEMS

Trans. No.	Status	Time Scanned	Last Name	First Name	User
LS000182	SENT	03/01/2001 18:25:57	SERA	TOM	
LS000186	SENDING	03/07/2001 18:44:12	PALM	TEST	
LS000242	SCANNED	03/06/2001 17:19:51	NOLL	ROD	
LS000252	SENT	03/07/2001 12:49:57	GFD	HJKHJK	
LS000255	SENT	03/08/2001 11:46:24	POWER	JIM	
LS000256	SENT	03/08/2001 15:33:59	KIDD	JASON	
LS000257	SENT	03/08/2001 15:36:39	BRYNT	COBE	
LS000294	SCANNED	12/30/1899 00:00:00	JASON	STOCK	
LS000295	SCANNED	03/16/2001 14:28:43	WILL	SMITH	admin
LS001000270	SCANNED	05/09/2001 16:08:07	GFH	JKHJK	admin
LS001000271	SCANNED	05/10/2001 14:29:22	HDGH	JGJ	admin
LS001000274	SCANNED	05/16/2001 12:06:18	YANEZ	BARBARA	admin
LS001000275	SCANNED	05/16/2001 15:05:12	SMIOTH	FAR	admin
LS001000276	WAIT FOR SCAN	05/16/2001 17:13:12	ASDF	ASDF	admin
LS001000279	SCANNED	05/30/2001 17:07:58	GFGHF	GFGHFF	admin
LS001000283	WAIT FOR SCAN	05/30/2001 19:03:23	-	L	admin
LS001C0106040007	SCANNED	06/04/2001 14:40:54	X	X	admin
LS001C0106040008	SCANNED	06/04/2001 15:21:22			admin
LS001C0106060001	SCANNED	06/06/2001 11:55:18	Z	Z	admin
LS001C0106060005	SCANNED	06/06/2001 13:35:35	SASS	S	admin
LS001C0106060007	SCANNED	06/06/2001 15:47:00	F	F	admin
LS001C0106070007	SCANNED	06/07/2001 20:00:54	D	D	admin
LS001C0106080002	SCANNED	06/08/2001 13:00:57			admin
LS001C0106080004	WAIT FOR SCAN	06/08/2001 14:03:49			admin
LS001C0106080005	WAIT FOR SCAN	06/08/2001 15:01:55	FN	LN	admin
LS001C0106110002	SCANNED	06/11/2001 09:33:33	SSS	SSS	common
LS001C0106110005	SCANNED	06/11/2001 10:51:51	ONTARIO	TEST	admin
LS001C0106110006	WAIT FOR SCAN	06/11/2001 13:13:39	ASDXF	SDFDAFSDFADSF	admin

Total Transactions 28

Trans. No.  Find By Trans No.

Last Name

First Name  Find By Name

Refresh

Filter

Delete

Reset

New

Send

Scan

Print

## Exhibit 9

Users can “zoom in” to fingerprint images so as to view them in greater detail. Note that any fingerprint can be selected for viewing. Helpful image information is displayed at the bottom of the window.

LiveScan2.01 Transaction Query

Ten Prints (F2) Demographics (F5)

R. Little



Zoom In

Zoom Out

R. Thumb

R. Index

R. Middle

R. Ring

R. Little

L. Thumb

L. Index

L. Middle

L. Ring

L. Little

R. Thumb

L. Thumb

R. Slaps

L. Slaps

Trans. No.

Last Name

First Name

Transaction List

LS001T0205220003

Query

Print

Close

Image  Width

Sequence  Height

Format  Size

## Exhibit 10

Cogent's Livescan devices display data validation information by indicating the proper input format for the field in which the cursor is currently residing. One can simply click inside any field to learn what information the field is to contain, as well as its proper input format.

In the sample screen below, the cursor resides in the **DOA** (Date of Arrest) field. At the bottom of the window, information is displayed as to the nature of the input for that field, as well as the correct format in which data is to be entered. This further streamlines the booking process, and also helps assure a clean database of records by reducing the likelihood of errors in data entry.

The screenshot displays the 'LiveScan Data Entry' application window. The main area is titled 'ARREST' and contains several input fields:

- \* DOA: A text input field with a cursor inside.
- \* BOOKING NUMBER: A text input field.
- MAIN NUMBER: A text input field.
- \* BOOKING ORI: A text input field with a dropdown arrow.
- \* LITERAL: A text input field.
- BOOKING FOR: A text input field with a dropdown arrow.
- LITERAL: A text input field.
- ATTENTION: A text input field.

On the right side, there is a 'Transaction No.' field containing 'LS001C0106110006' and a vertical stack of function buttons: \* Profile [F2], \* Arrest [F3], \* Charges [F4], SMT [F5], Alias [F6], Address [F7], Employer [F8], and Send Copy To [F9]. Below these are 'Save' and 'Cancel' buttons.

A tooltip is visible at the bottom left, providing details for the DOA field:

DATE OF ARREST - the date on which the subject was arrested for the offense.  
8 character numeric field.  
Format: MMDDCCYY.  
Cannot be future date. DOA year cannot precede or be equal to DOB year.

## Exhibit 11

Cogent Livescans permit the capture of both flat palms and writers palms. The pictures above show the palm print capture process. The software displays the palm area that is being captured in the diagram at the bottom left side of the window. Capture information and instructions are displayed in the blue window at the top of the window. Images can be “zoomed into” for viewing in greater detail.

**Vendor Contact: Isam Saleh**

Address: 5450 Frantz Road Suite 250, Dublin, Ohio 43016

Phone: (614) 718 9601 x3315      FAX: (614) 718-9694      E-mail: [isaleh@cogentsystems.com](mailto:isaleh@cogentsystems.com)

**Representative that will *Service* Handheld Devices**

**Isam Saleh**

Address: 5450 Frantz Road Suite 250, Dublin, Ohio 43016

Phone: (614) 718 9601 x3315      FAX: (614) 718-9694      E-mail: [isaleh@cogentsystems.com](mailto:isaleh@cogentsystems.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 must be installed and configured before delivery. Everything must be Year 2000 Compliant.

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

Paula Mitchell, PSO II, Contract Award # **07ITZ0124**  
DOIT - Contract & Purchasing Division  
101 East River Drive, 4<sup>th</sup> Floor  
East Hartford, CT 06108

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<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 01/08	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF INFORMATION TECHNOLOGY</b> <b>CONTRACTS &amp; PURCHASING DIVISION</b> <b>101 EAST RIVER DRIVE, 4<sup>th</sup> Floor</b>  <b>EAST HARTFORD, CT 06108-3274</b>	<b>Award Number</b> <b>07ITZ0124</b>
Purchasing Contact: <b>Paula Mitchell</b>		Page 1 of 2
Telephone Number: <b>(860) 622-2215</b>		

**SPECIAL TERMS AND CONDITIONS**  
**(Page 1 of 3)**

**SPECIAL TERMS AND CONDITIONS**

1. Bidders must be the Manufacturer or Resellers authorized by Cogent. 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. 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.

9. Bidders must bid on all new equipment only.
10. Bidders cannot substitute for a manufacturer's installed components.
11. 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.
12. 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. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

#### **ENERGY STAR REQUIREMENTS**

13. 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.
14. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
15. 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.
16. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
17. 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.



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**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

<b>AWARD NUMBER</b> <b>07ITZ0124</b>
<b>Purchasing Contact:</b> Paula Mitchell
<b>E-mail Address:</b> <a href="mailto:Paula.Mitchell@ct.gov">Paula.Mitchell@ct.gov</a>

**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

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. **Definitions.** 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) **Contract:** 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) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.
  - (k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
  - (l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
  - (m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
  - (n) **Information Systems:** 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) **Invitation to Bid:** 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) **Multiple Bids:** 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) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (s) **State:** The State of Connecticut.
  - (t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.
  - (u) **Systems Properties:** 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) **Telecommunication Systems:** 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) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
2. **Bid Submission Process.** 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



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<b>AWARD NUMBER</b> <b>08ITZ0000</b>
<b>Purchasing Contact:</b>
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<b>Fax: (860) 610-0857</b>

**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

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. Bid Preparation, Content, Execution and Copies.** 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. Conditional Bids.** **Conditional Bids may be rejected in whole or in part.**

**6. Alternate and Multiple Bids.** Alternate Bids or Multiple Bids may be rejected in whole or in part.

**7. 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. Pricing.** 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. Tax Exemption.** 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. Bid Opening.** 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. Right to Cancel or Amend.** 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. Samples.** 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 located, 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. Award Criteria.** 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;



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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. Bidder Obligations Concerning the Bid.** 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. Discounts.** 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. Term.** Contracts will remain in force for the full period specified in the Invitation to Bid or until;

- a. 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.
- (b) 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.



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**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

- (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 non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If 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, 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.

**30. Indemnification.**

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with



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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.

- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.
- e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

**31. 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. Contractor Guaranties.** Contractor shall:

- a. Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- b. 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 them;

- c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
- d. With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- e. adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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. Systems' Standards and Appurtenances.** 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.

**34. Delivery.**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.



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**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. Invoicing.** 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;
- (f) 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;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose 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;
- (k) 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;
- (l) 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;



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- (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;
  - (n) 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;
  - (r) 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;
  - (t) 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. Disclosure of Contractor Parties Litigation.** 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. Bidder Communications with State.** 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. Price Reduction.** 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.



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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; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. (h)The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.



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**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. Background Checks.** 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. Continued Performance.** The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

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

**60. Most Favored Nation.** The terms of all Systems and services in the Contract are equivalent to or better than those for comparable



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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 to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

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

**62. 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.

**63. 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.

**64. 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. 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



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of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

**65. Summary of State Ethics Laws.** 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.

**66. 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.

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

**68. Continuity of Systems.** (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. 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 the Systems 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 prior written approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DOIT in the same way as the Contractor is obligated to DOIT under this section. 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.

(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:

(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;

(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment--

Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; 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-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

(c) 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.

**69. Campaign Contribution and Solicitation Ban.** With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

**70. 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



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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.

**71. Nondiscrimination Certification Requirement**

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the second is to be used only by individuals who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The

execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

**72. Encryption of Confidential Data**

All contracted vendors shall encrypt any and all State stored data that is now, or hereafter, classified as confidential or restricted by the State. This encryption shall, without additional cost to the State, apply to all such data stored on non State owned and/or managed devices. The method used to encrypt data shall be compliant with then current State of Connecticut Architecture and Standards.