



101 North Plains Industrial Road  
P.O. Box 780  
Wallingford, CT 06492  
GSA# GS-35F-455CA  
(203) 284-0566 1-800-537-0509  
FAX (203) 294-0835



<b>QUOTE</b>	Q0022297
<b>PAGE</b>	1
<b>DATE</b>	06/06/2018

QUOTE TO

7030  
City of Torrington  
Attn: Pennie Zucco  
140 Main Street  
Accounts Payable  
Torrington, CT 06790-

**REFERENCE # CF-33 Bundle**

**Quotation Provided By:**

Ron Brodeur  
Sr. Executive Sales Account Manager  
(203) 284-5220 Phone  
(203) 294-0835 Fax  
rbrodeur@telreco.com

Item	Description	Quantity	Price	Extension
CF-33LE-01VM	PUBLIC SECTOR SPECIFIC i5-7300U 2.6GHz/WIN10PRO/12.0" QHD GLOVED MULTI TCH+DIG/8GB/256GB SSD/INTEL WIFI A,B,G,N,AC/BT/DUAL PASS (CH1:WWAN/CH2:WWAN-GPS)/4G LTE MULTI-CARRIER (EM7455)/HELLO WEBCAM/8MP CAM/FINGERPRINT/TOUGHBOOK PREFERRED/3 YEAR PUBLIC SECTOR TOUGHBOOK SERVICE - TOUGHBOOK PREFERRED + CF-SVCLTNF3YR PROTECTION PLUS 3YR WARRANTY  Note: CT DAS - NASPO Contract -#15PSX0221	2 EA	3450.00 EA	6,900.00
GJ-33-TVD2-L	Tablet Vehicle Dock (Dual RF) Gamber Johnson for CF33 Tablet USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), Docking Connector, Dual RF, Power, Release Lever, Lock (Keyed alike)  Note: Accessory CT DAS - NASPO Contract -#15PSX0221	2 EA	640.00 EA	1,280.00
FT-88-911-TP-USB-P	IKEY EXTERNAL BACKLIT RUGGED KEYBOARD/USB/BLACK  Note: Accessory CT DAS - NASPO Contract -#15PSX0221	2 EA	330.00 EA	660.00
CF-SVCPSY5	PUBLIC SAFETY SVC BUNDLE ADDON	2 EA	595.00 EA	1,190.00

PAYMENT TERMS			
N30			
SUBTOTAL	ADD ON CHARGE	TAX	TOTAL
			CONTINUED



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Item	Description	Quantity	Price	Extension
CF-SVCPSY5 (continued)	<p>(YEAR 4 &amp; 5 ONLY)</p> <p><b>**MUST BE PURCHASED IN CONJUNCTION WITH BUNDLE BASE UNIT. INCLUDES PREMIER, PROTECTION PLUS, CUSTOMER PORTAL, DISK IMAGE MANAGEMENT, HDD NO RETURN.**</b></p> <p>Note: Option - Panasonic Must be ordered with CF-33 Bundle.</p> <p>*****</p> <p>CT DAS - NASPO Contract #15PSX0221 Category 23E- Laptops, Units, Accessories and Services</p> <p>Lead-Time: 3 -weeks upon receipt of order *****</p> <p>Ship Via: Ground - Included *****</p> <p>Payment: Telreco accepts municipal purchase order - Terms N/30</p> <p>QUOTED BY: rbrod QUOTED TO: Gerry Crowley EXPIRES: 07/06/2018</p>			

PAYMENT TERMS			
N30			
SUBTOTAL	ADD ON CHARGE	TAX	TOTAL
10,030.00	0.00	0.00	10,030.00

Linda LoSchiavo  
Contract Specialist

860-713-5078  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

15PSX0221

Contract Award Date:

3 November 2015

Bid Due Date:

WSCA/NASPO Contract

SUPPLEMENT DATE:

22 March 2017

## CONTRACT AWARD SUPPLEMENT #3

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

### DESCRIPTION:

**Purchase and Installation of Panasonic Arbitrator 360 Mobile Video Recorder Systems and Purchase of Toughbooks**

FOR:

Department of Emergency Services and Public Protection,  
All Using State Agencies and  
Political Subdivisions

TERM OF CONTRACT:

November 3, 2015 through March 31, 2017  
Extended through March 31, 2018

AGENCY REQUISITION NUMBER: 3671

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Panasonic System Communications Company of North America (PSCNA) dba Panasonic**

Company Address: **Two Riverfront Plaza, 6<sup>th</sup> Floor, Newark, NJ 07102-5490**

Contact Person, Tel. No. and E-mail Address: **Michelle Chapin - 973-303-7787 - [michelle.chapin@us.panasonic.com](mailto:michelle.chapin@us.panasonic.com)**

Contact Person and Tel. No.: **Amy Lee - 973-803-2349 - [amy.lee@us.panasonic.com](mailto:amy.lee@us.panasonic.com)**

Certification Type (SBE, MBE or None): **None** Contract Value: **N/A** Agrees to Supply Political SubDivisions: **Yes**

- This Contract has been extended from March 31, 2017 to March 31, 2018.
- Refer to next page for Resellers information.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By:   
(Original Signature on Document in Procurement Files)

Name: **LINDA LOSCHIAVO**

Title: **Contract Specialist**

Date: **22 March 2017**

**PANASONIC AUTHORIZED RESELLER/SERVICE PROVIDER INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **CDW Government, LLC**

Company Address: **230 N. Milwaukee Avenue, Vernon Hills, IL 60061**

Remittance Address: **75 Remittance Drive, Suite 1515, Chicago, IL 60675**

Tel. No.: **847-371-7104**

Contact Person: **Brandi Steckel**

Company E-mail Address: **[branste@cdwg.com](mailto:branste@cdwg.com)**

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

Agrees to Supply Political SubDivisions: **Yes**

**PANASONIC AUTHORIZED RESELLER/SERVICE PROVIDER INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Island Tech Services**

Company Address: **980 S 2<sup>nd</sup> Street, Ronkonkoma, NY 11779**

Tel. No.: **631-447-2442**

Fax. No.: **631-447-2514**

Contact Person: **Sales Staff**

Company E-mail Address and/or Company Web Site: **[sales@islandtechservices.com](mailto:sales@islandtechservices.com)**

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

Agrees to Supply Political SubDivisions: **Yes**

**PANASONIC AUTHORIZED RESELLER/SERVICE PROVIDER INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **MHQ, Inc.**

Company Address: **750 Newfield Street, Middletown, CT 06457**

Tel. No.: **860-788-6816**

Contact Person: **Dave Brown**

Company E-mail Address: **[dbrown@hmq.com](mailto:dbrown@hmq.com)**

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

Agrees to Supply Political SubDivisions: **Yes**

**PANASONIC AUTHORIZED RESELLER/SERVICE PROVIDER INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Minuteman Security Technologies, Inc.**

Company Address: **1 Connector Road, Andover, MA 01810**

Tel. No.: **978-783-0018**

Fax. No.: **978-783-0019**

Contact Person: **John Mendonca**

Company E-mail Address and/or Company Web Site: **[johnm@minutemanst.com](mailto:johnm@minutemanst.com)**

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

Agrees to Supply Political SubDivisions: **Yes**

**PANASONIC AUTHORIZED RESELLER/SERVICE PROVIDER INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Telrepco, Inc.**

Company Address: **101 North Plains Industrial Road, Bldg. 2, Wallingford, CT 06492**

Tel. No.: **203-284-5226**

Fax. No.: **203-294-6051**

Contact Person: **Roseann Mayo**

Company E-mail Address: **[rmayo@telrepco.com](mailto:rmayo@telrepco.com)**

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

Agrees to Supply Political SubDivisions: **Yes**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

**Panasonic System Communications Company of North America (PSCNA)**  
**dba Panasonic**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut – All Using State Agencies and Political Subdivisions**  
**(hereinafter "Participating State/Entity" or "State")**

**1. Scope:**

This Addendum ("Participating Addendum" or "Addendum") allows for the purchase and installation of Panasonic Arbitrator 360 Mobile Video Recorder Systems and purchase of Toughbooks, to include the purchase of memory cards, mobile video recorder software, maintenance and support, repairs, training and optional equipment, led by the State of Minnesota along with a multi-state sourcing team for use by State agencies and political subdivisions located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

The Participating State will be rolling this Participating Addendum into State of Connecticut, Department of Administrative Services (DAS), Procurement Services Contract #15PSX0221.

**2. Participation:**

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each State agency and political subdivision, as a Participating Entity, that purchases Panasonic Arbitrator 360 Mobile Video Recorder Systems (to include installation) and Toughbooks, to include the purchase of memory cards, mobile video recorder software, maintenance and support, training and optional equipment will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each state agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each State agency and political subdivision will be responsible for their own charges, fees, and liabilities.

**3. Order of Precedence:**

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an

Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State Modifications or Additions to Master Agreement:**

The parties agree that the following definitions and provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

4.1. The following definitions apply to this Participating Addendum.

**Definitions:**

- (a) 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.
- (b) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

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- (d) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (e) Contractor: A person or entity who submits a solicitation and who executes a Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

4.2. The following provisions have been added to this Participating Addendum:

**Indemnification:**

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



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a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**Forum and Choice of Law:**

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

**Executive Orders:**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

**Non-discrimination:**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;



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- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an

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agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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**Panasonic System Communications Company of North America (PSCNA)**  
**dba Panasonic**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut – All Using State Agencies and Political Subdivisions**  
**(hereinafter "Participating State/Entity" or "State")**

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
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**MASTER AGREEMENT**  
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subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**Tangible Personal Property:**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

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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.

**Whistleblowing:**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**Insurance:**

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

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

**Panasonic System Communications Company of North America (PSCNA)**  
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- (d) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (e) Claims Made: Not acceptable with the exception of Professional Liability when specified.

**Note: State of Connecticut shall be listed as an "Additional Insured".**

**Audit and Inspection of Plants, Places of Business and Records:**

- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

**Panasonic System Communications Company of North America (PSCNA)**  
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**State of Connecticut – All Using State Agencies and Political Subdivisions**  
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Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Sovereign Immunity:

The parties acknowledge and agree that nothing in the Request for Proposals 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.

Campaign Contribution Restriction:

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

Protection of Confidential Information:

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

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**State of Connecticut – All Using State Agencies and Political Subdivisions**  
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- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**Audit Requirements for Recipients of State Financial Assistance:**

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

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**And**  
**State of Connecticut – All Using State Agencies and Political Subdivisions**  
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and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut:

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO/ValuePoint, Minnesota's Negotiated Terms and Conditions or the Master Agreement between NASPO ValuePoint and PSCNA and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

**5. Primary Contacts:**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Minnesota, Materials Management Division  
Address: 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Contact Person: Susan Kahle  
Telephone: (651) 201-2434  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

Contractor:

Name: Panasonic System Communications Company of North America (PSCNA)  
dba Panasonic  
Address: Two Riverfront Plaza, 6<sup>th</sup> Floor, Newark, NJ 07102-5490  
Contact Person: Michelle Chapin  
Telephone: 973-303-7787  
E-mail: [michelle.chapin@us.panasonic.com](mailto:michelle.chapin@us.panasonic.com)

Participating Entity:

Name: State of Connecticut, Department of Administrative Services, Procurement Services  
Address: 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106  
Contact Person: Linda LoSchiavo  
Telephone: 860-713-5078  
Fax: 860-622-2923  
E-mail: [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov)

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
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**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

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**(hereinafter "Contractor")**  
**And**  
**State of Connecticut – All Using State Agencies and Political Subdivisions**  
**(hereinafter "Participating State/Entity" or "State")**

**6. Partner/Reseller Utilization:**

The Participating State reserves the right to add or remove Panasonic approved partners/resellers through a Contract Supplement to Contract #15PSX0221. The Contractor's partners/resellers will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**Approved partners/resellers are:**

Name: **CDW Government, LLC**  
Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Name: **Island Tech Services**  
Address: 70 Horseblock Road, Unit 8, Yaphank, NY 11980

Name: **MHQ, Inc.**  
Address: 750 Newfield Street, Middletown, CT 06457

Name: **Telrepco, Inc.**  
Address: 101 North Plains Industrial Road, Bldg. 2, Wallingford, CT 06492

**7. Orders:**

Any order placed by a Participating Entity for the purchase and installation of Panasonic Arbitrator 360 Mobile Video Recorder systems and Toughbooks to include the purchase of memory cards, mobile video recorder software, maintenance and support, training and optional equipment available under this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties of the Order agree in writing that another contract or agreement applies to such Order.

All purchase orders shall contain the Master Agreement No. MNWNC-124 and the DAS Contract No. 15PSX0221.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: MNWNC-124**

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**(hereinafter "Contractor")**  
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**(hereinafter "Participating State/Entity" or "State")**

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut	Contractor:
Dept. of Administrative Services, Procurement Services	Panasonic System Communications Company of North America dba Panasonic
By:  (Original Signature on Document in Procurement Files)	By:  (Original Signature on Document in Procurement Files)
Name: Carol Wilson	Name: Donald W. Szczepaniak
Title: Director of Procurement	Title: Vice President
Date: 11/3/15	Date: 10/30/15