STATE OF ARKANSAS

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100166509
Contact
Your reference SP-12-0216

BARCODES LLC
NATIONAL BARCODE
200 W MONROE STE 1050
CHICAGO IL 60606

Contract No. 4600026112
Date 06/27/2012

Contact Glenn Hirscheider
Telephone 501-371-6054
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:
Invoice address will be noted on individual purchase order.

Ship To:
STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 07/01/2012
Valid to: 06/30/2013

AWARD NO: SP-12-0216
COMMODITY: Barcode Scanners

Vendor Contact: Mark Cairns
Phone: 312-765-6879
Fax: 312-583-9215
E-mail: mcairns@barcodesinc.com

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

CONTRACT PERIOD: The term of this contract shall be for a period of (12) months beginning July 1, 2012 through June 30, 2013 with option to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

SCOPE: This is a TERM CONTRACT to provide Barcode Scanners for State Agencies and Cooperative Purchasing Program participants within Arkansas.

COOPERATIVE PURCHASING PROGRAM PARTICIPATION: Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the request for quotation must be equally applied to such participants.

PRICE: The unit price includes all of the materials and operations necessary for the production of items specified.

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This includes but is not limited to FOB destination, freight paid, normal delivery.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	Barcode Scanner Group 20700 Motorola MC75A -- No Substitution Price per Each: $1,334.67	33,366.75	Lump Sum	1.00	$ 33,366.75
0002	Pistol Grip Holder for Item 1 Brand and Model Bid: Motorola KT-70982-02R Price per Each: $85.93	2,148.25	Lump Sum	1.00	$ 2,148.25
0003	Barcode Scanner Group 20700 Motorola MC9500-K -- No Substitution Price per Each: $1,542.59	38,564.75	Lump Sum	1.00	$ 38,564.75
	Estimated Net Value				**74,079.75**

State Procurement Contact: Glenn Hirscheider 501-371-6054

QUANTITY: Quantities set forth are estimates. The State does not guarantee to buy any or all estimated quantities of any specified line item or any total contract dollar amount.

DELIVERY: FOB DESTINATION- Inside Delivery
Delivery address will be noted on the individual purchase orders.

The State requests delivery within twenty (20) working days after receipt of the order.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give OSP immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

ACCEPTANCE STANDARDS: Inspection and acceptance/rejection of product(s) shall be made within thirty (30) days of receipt. The ordering agency shall have the option to return any product within the thirty (30) day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

QUALITY: All items provided under the scope of this contract shall be new and conform to the specifications

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contained herein; shall be of Commercial First quality, and are to be manufactured in accordance with current industry standards for workmanship, materials and construction.

The State intends to obtain for the duration of this contract products that reflect the industry's latest technology. The State recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of contract award.

Vendor may make upgrades consistent with the contract; however all items offered must remain within the scope of the contract in price and functionality and must be approved by OSP.

The State reserves the right to determine acceptability of new equipment offered, based on overall performance and specifications.

ITEM # 1: BARCODE SCANNER:

Motorola # - MC75A0-PU0SWQQA7WR - MC75A0, MC75 Wireless Enterprise Digital Assistant (802.11a/b/g, 1D, 256MB/1GB, QWERTY, Windows Mobile 6.5, 1x)

Minimum Specifications:
Data capture 1D bar code scanning; Key pad QWERTY;
Memory 256MB RAM/1GB Flash; Microsoft Windows Mobile 6.5 Professional, Microsoft Windows Mobile 6.5 Classic Edition Operating system (OS); PXA320 @ 806 MHz Processor (CPU);
WLAN: 6in. L x 3.3in. W x 1.7in.D, (15.24cm L x 8.4cm W x 4.4cm D);
3.5 inch color high definition VGA, display (640 x 480); Rechargeable 1950mAh Battery;
Drop specification--Multiple 6 ft. / 1.8M drops per MIL STD 810G specifications; IP54 Environmental sealing; Tumble specifications 1,000 1.6 ft./.5 m tumbles (2,000 drops); per applicable IEC Specifications;
Operating temperature 14° F to 122° F/-10° C to 50° C; Storage temperature -40° F to 158° F/-40° C to 70° C (w/o battery);

Security: WPA2, WEP (40 or 128 bit), TKIP, TLS, TTLS (MS-CHAP), TTLS (MS-CHAP v2), TTLS (CHAP), TTLS-MD5, TTLS-PAP, PEAP-TLS, PEAP (MS-CHAP v2), AES, LEAP, CCX v4 Certified, FIPS 140-2 certified WLAN 802.11a/b/g tri-mode radio; WPAN (Bluetooth Support) Class II, v2.1 with Enhanced Data Rate (EDR), Integrated antenna.

SAP certification1: SAP Certified Integration with SAP NetWeaver

Camera and cell phone capability not required.

Includes cradle, power supply, USB cable and line cord. CRD7X00-100RES - MC70-MC75 Enterprise Digital Assistant Accessories, Cradle Kit (1-Slot, Power supply, US) for the MC70/MC75 series. 25-68596-01R - USB Client Communication Cable.

Warranty to cover all defects in workmanship and materials for a period of 12 months from date of receipt.

ITEM # 2; Pistol Grip Holder for Item 1
Pistol Grip (Snap-On) for MC75A

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ITEM # 3: BARCODE SCANNER

Motorola # MC9590-KA0DAB00100 - MC9500-K Wireless Rugged, Mobile Computer (Brick, 802.11a/b/g, LAN, 1D Laser, Integrated GPS, Color VGA display, 256MB/1G, Alphanumeric, Windows Mobile 6.5, Audio/Voice/BT

Minimum Specifications:
Data capture 1D laser scanner; Alpha Numeric Key pad;
256MB RAM/1GB Flash memory; MC9500: Microsoft Windows Mobile 6.5 Professional, Microsoft Windows Mobile 6.5 Classic Edition; MC959B: Microsoft Windows Mobile 6.1 Operating System; Marvell PXA320 @ 806 MHz Processor (CPU): 9.2 in. H x 3.5 in. W x 2 in. D/23.36 cm H x 8.89 cm W x 5.08 cm D; 3.7 in. color (TFT) with digitizer and backlight Display; Rechargeable Lithium Ion 4800 mAh (@ 3.7V) battery with State of Charge/Health indicators;
Drop specification Multiple 6 ft./1.8 m drops to concrete across the operating temperature range; Meets and exceeds MIL-STD 810G; Tumble specifications 2000 3.2 ft./1 m tumbles (4,000 hits) at room temperature; meets and exceeds applicable IEC tumble specifications
Environmental sealing IP67; meets or exceeds applicable IEC sealing specifications
Operating temperature -4° to 122° F/-20° to 50° C; Storage temperature Ambient to -40°F/-40°C; Ambient to 158F° /70°C
Security: WPA2 (Personal or Enterprise); 802.1x; EAP-TLS; TTLS (CHAP, MS-CHAP, MS-CHAPv2, PAP or MD5); PEAP (TLS, MSCHAPv2, EAP-GTC); LEAP, EAP-FAST (TLS, MS-CHAPv2, EAP-GTC); CCXv4 certified; support for IPv6; FIPS 140-2 Certified
WLAN Tri-mode IEEE 802.11a/b/g ;CCXv4 certified; Support for IPv6; FIPS140-2 Certified; WPAN (Bluetooth Support) Bluetooth 2.1 with EDR, IrDA; MC959B: Modular 3.5G Dual-WAN (GSM HSUPA and CDMA EVDO Rev A)
SAP certification1: SAP Certified Integration with SAP NetWeaver

Camera and cell phone capability not required.

Includes cradle, power supply, USB cable and line cord. CRD9500-100UES - MC9500-K Mobile Computer Accessories, Cradle Kit (1-Slot, ES). 25-124330-01R - MC9500 Micro USB activesync cable. Allows for activesync connectivity between the MC9500 single bay cradle and a host device.

Warranty to cover all defects in workmanship and materials for a period of 12 months from date of receipt.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

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6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the

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contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.